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This MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 1st day of December, 2021 (the “Effective Date”), in the Territory of the United States Virgin Islands, by and between the Government of the U.S. Virgin Islands (GVI), the Virgin Islands Department of Health (DOH), the Virgin Islands Port Authority (VIPA), The West Indian Company, Ltd (“WICO”) and Crystal Cruises, LLC. (“Cruise Ship Line and Operator” or “CSL”) through the Department of Property and Procurement. Each of the above parties shall be hereinafter referred to as a “Party” and collectively, as the “Parties”.

### RECITALS

**WHEREAS**, the DOH is responsible for ensuring healthcare within the Territory of the U.S. Virgin Islands pursuant to Title 3 V.I.C. § 23 and Title 29 V.I.C. § 1;

**WHEREAS**, VIPA is a public corporation and autonomous instrumentality of the Government of the U.S. Virgin Islands, the powers of which are conferred by statute and include the construction, ownership, and operation of marine terminals, and control of the harbors of the U.S. Virgin Islands, other than control of mooring and anchoring vessels under Title 25, Chap. 16 of the V.I. Code and 29 V.I.C. § 54;

**WHEREAS**, VIPA is the owner and operator of certain ports, including, in particular, the cruise ship terminal at Crown Bay, St. Thomas, U.S. Virgin Islands and the Ann E. Abramson Marine Facility at Frederiksted, St. Croix, U.S. Virgin Islands (the “Piers” or “VIPA Port Facilities”) each for the docking of cruise ships;

**WHEREAS**, The West Indian Company Ltd (“WICO”) is the owner and operator of the cruise ship dock located in Havensight, Charlotte Amalie, St. Thomas, U.S. Virgin Islands;

**WHEREAS**, following the suspension of cruise ship operations due to the COVID-19 pandemic, the U.S. Department of Health and Human Services (“HHS”) Centers for Disease Control and Prevention (“CDC”) issued the “Order under Sections 361 & 365 of the Public Health Service Act (42 U.S.C. §§ 264, 268) and 42 C.F.R. Part 70 (Interstate) and Part 71 (Foreign): Framework for Conditional Sailing and Initial Phase COVID-19 Testing Requirements for Protection of Crew” (referred to herein as the “Conditional Sailing Order” or “CSO”) on October 30, 2020, as a framework for a phased resumption of cruise ship operations;

**WHEREAS**, on or about April 2, 2021, the CDC issued further “Technical Instructions for a Cruise Ship Operator’s Agreement with Port and Local Health Authorities under CDC’s Framework for Conditional Sailing Order” and a “Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC’s Framework for Conditional Sailing Order (CSO)”, which CSO and associated technical instructions and checklist were later clarified by the CDC via a letter to cruise industry colleagues dated April 28, 2021 (the CSO and later-issued aforementioned CDC technical instructions, checklist, and clarification letter of April 28, 2021 (as may be further modified or updated in writing by the CDC) shall be collectively



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referred to herein as the “Framework for Conditional Sailing” or “FCS”);

**WHEREAS**, the paramount objectives of the FCS include preserving human life; preserving the health and safety of cruise ship crew members, port personnel, and communities; preventing the further introduction, transmission, and spread of COVID-19 into and throughout the United States; preserving the public health and other critical resources of federal, State, and local governments; preserving hospital, healthcare, and emergency response resources within the United States; and maintaining the safety of shipping and harbor conditions;

**WHEREAS**, the FCS imposes obligations on the CSL, including, without limitation, certain CSL obligations that must be satisfied before the CSL may resume passenger cruises under the CSO (“Conditional Sailing”);

**WHEREAS**, the FCS, as amended by the April 28, 2021 guidance letter, requires a cruise ship operator to enter into agreements with port and local health authorities where a ship intends to dock or make port during restricted passenger voyages, and that each local agreement include a (1) port component; (2) medical care component; and (3) housing component;

**WHEREAS**, by agreement of the Parties, the housing and transportation services components are unnecessary for purposes of this MOU, because CSL has committed to transport any COVID-19 positive passengers to the home port, and the health care, housing, and transportation agreements developed for the ship homeports will effectively address the needs of the Parties;

**WHEREAS**, the GVI and VIPA wish to resume cruise ship operations and have CSL’s vessels utilize the Piers pursuant to the FCS, CDC technical instructions, and/or guidance that may be issued or promulgated in furtherance thereof, any conditional sailing certificate(s) that may be issued by the CDC to the CSL in the future, and this MOU;

**WHEREAS**, the CSL recognizes that VIPA has control over operations at the cruise ship terminal at Crown Bay, St. Thomas, U. S. Virgin Islands and the Ann E. Abramson Marine Facility, at Frederiksted, St. Croix, U. S. Virgin Islands, and WICO has control over the West Indian Company Dock at Havensight, St. Thomas, U. S. Virgin Islands which include the embarkation, disembarkation, and berthing at each of the Port Facilities;

**WHEREAS**, the Parties recognize that conditions pertaining to COVID-19 as well as public health rules, requirements, and guidance regarding this virus may change and therefore agree to consider making modifications to this MOU in the future if necessary to implement new procedures, rules, requirements, orders, or guidance; and

**WHEREAS**, the Parties accordingly desire to enter into this MOU and agree to the terms and conditions set forth herein.

Initials:



NOW THEREFORE, the Parties agree as follows:

- (1) **Incorporation of Recitals, Exhibits and Annexes.** The above Recitals, each Exhibit and the Annexes are incorporated herein and made a part hereof. Exhibits 1- 4 and Annexes A, B, and C attached hereto are a part of this MOU and are incorporated herein by reference.
- (2) **Term.** The term of this MOU (“Term”) shall be from the Effective Date until the earlier of (a) the CSO is no longer in effect, or (b) any Party terminates this MOU by giving the other Parties at least seven (7) days’ notice. Exhibits 1-4 and Annexes A, B, and C attached hereto are a part of this MOU and are incorporated herein by reference. The CSL shall not conduct cruise operations at the Piers after the date of termination without a new agreement in place that satisfies the conditions of the FCS unless same has expired, been rescinded, or is otherwise no longer applicable.
- (3) **Costs.**

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

(4) **GVI / DOH / WICO/VIPA Obligations.**

4.1 In fulfillment of CDC recommendations, GVI, DOH, WICO and VIPA have provided information to Port employees anticipated to interact with cruise passengers and/or crew regarding the risks of COVID-19 and how to minimize exposure to same.

4.2 GVI, DOH, WICO and VIPA shall comply with applicable requirements of the (i) Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), (ii) COVID-19 Protocols for the Return of Cruise Ships to the U.S. Virgin Islands/Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships to the Crown Bay Center and Ann E. Abramson Marine Facility(ies)/West Indian Company, Ltd. COVID-19 Protocols for the Return of Cruise Ships to the Dock at Havensight (Exhibits 2A, 2B)), and (iii) FCS obligations imposed on “port authorities” (as that term is defined in the FCS), expressly excluding any FCS obligations imposed on cruise ship operators, any obligations that may be imposed on or relate to port personnel other than GVI/DOH/WICO/VIPA employees, and any obligations imposed on any other entity(ies).

(5) **CSL’s Obligations.** In conducting simulated (trial) passenger voyages and restricted passenger voyages into the WICO and VIPA Port Facilities, the CSL shall at all times, and at its cost, comply with all requirements and minimum standards provided in or imposed by (i) the FCS and any further technical requirements or guidance that may be issued by the CDC in connection therewith (as may be amended and/or supplemented by the CDC from time to time) and (ii) this MOU, including all exhibits and annexes attached hereto (other than Exhibit 4, which is attached for informational purposes only and to facilitate the review and approval of same



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by the CDC; it being understood that the GVI/DOH/WICO/VIPA do not approve or disapprove Exhibit 4 and shall not have responsibility hereunder or otherwise to monitor or enforce same). Such CSL obligations shall include, without limitation, each of the following:

5.1 *Virgin Islands Cruise Ship Marine Protocol.* The CSL shall comply with all applicable requirements, protocols, and procedures set forth in the Virgin Islands Cruise Ship Marine Protocol (Exhibit 1) and the Virgin Islands Port Authority and West Indian Company, Ltd, COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center, Ann E. Abramson Marine Facility and the West Indian Company Dock at Havensight when the Cruise Ships are at U.S.V.I. Ports (Exhibit 2A & 2B).

5.2 *Required CSL Protocols.* The CSL's Protocols are attached as Exhibit 4 hereto and include CSL embarkation and disembarkation procedures; disembarkation procedures in the event of a COVID-19 outbreak; emergency response plan; emergency protocols for exigent circumstances requiring other medical services (non-COVID-19 related); protocols for symptom monitoring of employee port personnel contracted by CSL; an outbreak level cleaning plan; and transportation vehicle cleaning requirements. The protocols included in Exhibit 4 shall comply and conform with applicable requirements of the (i) Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), (ii) COVID-19 Protocols for the Return of Cruise Ships to the U.S. Virgin Islands/Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships to the Crown Bay Center and Ann E. Abramson Marine Facility(ies)/West Indian Company, Ltd. COVID-19 Protocols for the Return of Cruise Ships to the Dock at Havensight respectively, when Cruise Ships are at U.S.V.I. Ports (Exhibit 2A & 2B), and (iii) the FCS.

5.3 *CDC Approval of Simulated (trial) Passenger Voyages and Restricted Passenger Voyages.* Prior to commencing simulated (trial) passenger voyages (if required by the CDC) and restricted passenger voyages, the CSL shall first obtain written approval of such requested voyages from the CDC and transmit a copy of such CDC approval to the WICO President & CEO and the VIPA Executive Director;

5.4 *Required Dress Rehearsal in Coordination with Port Staff.* Prior to returning to service, CSL shall conduct a tabletop exercise with the GVI, DOH, WICO and VIPA Port staff to ensure that all of the Virgin Islands Cruise Ship Marine Protocols and the Virgin Islands Port COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center, Ann E. Abramson Marine Facility and the West Indian Company Dock at Havensight are understood by GVI, DOH, WICO, VIPA, and CSL staff and contractors and implemented correctly. CSL will also conduct an on-site "dress rehearsal" for Port personnel to ensure that they understand CSL proposed guest flows and the various touch points of the CSL proposed guest flows.

5.5 *Clarification.* Notwithstanding and prevailing over any contrary term or implication set forth herein, nothing in this MOU or any approved exhibits or annexes hereto shall be construed to require persons to provide any documentation certifying COVID-19 vaccination or post-infection recovery to gain access to, entry upon, or service from any CSL vessel or business operation in



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the U.S. Virgin Islands or from any WICO and/or VIPA Port facility or operation, provided the foregoing does not otherwise restrict the CSL, GVI, DOH, WICO or VIPA from instituting screening protocols consistent with authoritative or controlling government-issued guidance to protect public health.

**(6) CDC-Required CSL Agreements for Medical and Transportation Services and Housing Facilities.** The Transportation, and Housing Components required by the FCS shall be met by existing agreements between CSL and the CSL home port of Miami, Florida. CSL attests and represents that it has existing, fully executed agreements concerning medical transport, medical care, and housing facilities. as required by the CDC and as outline further in this Section 5 and that copies will be made available upon request.

*6.1 Annex A – Virgin Islands Cruise Ship Medical & Transport Procedure GVI, DOH, VIPA, and WICO COVID-19 Safety Procedures.*

*6.2 Annex B – Medical Care Agreements.*

6.2.1 A copy of CSL’s executed medical care service agreement is attached hereto as Annex B. Upon review of said CSL medical care service agreement, the DOH has determined, in the exercise of its independent judgment, that such agreement makes available enough medical capacity to care for travelers (passengers and crew) if an unanticipated outbreak of COVID-19 occurs on board one or more of CSL’s vessels.

6.2.2 In determining the sufficiency of the CSL’s contractual medical care service agreement, the Parties have considered and relied upon the following factors: capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 3); capacity of primary medical service suppliers contracted by CSL; and redundancy of additional or back-up contracted medical care service suppliers.

*6.3 Housing Agreements..*

6.3.1. In determining the sufficiency of the CSL’s contracted shoreside facilities, the Parties have relied upon the following factors: the capacities of CSL’s vessels set forth in Exhibit 3, CSL’s outbreak prevention and response set forth in Exhibit 4.

6.3.2 DOH Determination of Sufficiency. Upon review of these CSL housing agreements, the DOH has determined that such agreements make available a sufficient quantity of housing facilities to meet the needs of travelers (passengers and/or crew) on CSL vessels authorized under this MOU until such travelers meet CDC’s criteria to discontinue isolation or until the CDC-recommended quarantine period expires. DOH further notes the Annex C Housing Agreement is with Condado Palm Inn - Puerto Rico and CSL’s home port is Miami, Florida.

6.3.3 CSL has developed Housing Isolation and Quarantine Protocols that consider each of the factors set forth in CDC Checklist Housing Component items 1-7.



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6.4 *Financial Responsibility for Agreements Required by CDC.* The CSL shall be solely responsible for all costs and expenses arising under any of the medical care, transportation, or housing service agreements, required by the FCS, or any technical requirements or guidance issued by the CDC in connection therewith, or arising from or relating to such similar transportation, medical care, and/or housing services procured or requested by or on behalf of the CSL. All such agreements shall comply with applicable requirements of the FCS.

**(7) Vaccination Component.**

7.1 The CSL’s voluntary proposals regarding how it intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities, are attached hereto as Exhibit 4. Among other things, such proposals list CSL’s vaccination coordinator and include the CSL’s voluntary plan and timeline for vaccination of ship crew.

7.2 To facilitate opportunities for voluntary vaccinations of port personnel who are expected to interact with travelers, the WICO and VIPA Port Facilities have undertaken to provide information regarding the benefits of vaccinations and the availability thereof.

**(8) Additional Port Procedures Required by the FCS.**

8.1 *Required CSL Embarkation and Disembarkation Procedures.* During CDC authorized simulated voyages and restricted passenger voyages, the CSL must comply with the CSL embarkation and disembarkation procedures set forth in Exhibit 4 hereto. The CSL embarkation and disembarkation procedures shall comply with the FCS, the Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), COVID-19 Protocols for the Return of Cruise Ships to the U.S. Virgin Islands/Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships to the Crown Bay Center and Ann E. Abramson Marine Facility(ies)/West Indian Company, Ltd. COVID-19 Protocols for the Return of Cruise Ships to the Dock at Haven Sight and Cruise Ships when at U.S.V.I. Ports (Exhibit 2A & 2B), and the Annexes, and shall include, among other things, day-of-embarkation and day-of-disembarkation screening procedures for signs and symptoms of COVID-19 and laboratory testing of travelers, including testing location and protocols regarding individuals who test positive and their close contacts.

8.2 *Emergency Response Plan.* In the event that more than one ship homeporting at USVI Port Facilities experiences a simultaneous outbreak of COVID-19, or if a moderate or full COVID-19 outbreak occurs on any of CSL’s vessels covered under this MOU, the CSL shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibits 1, 2A, 2B, and/or 4 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by WICO, VIPA, GVI, DOH, and/or the CDC in response to such outbreak.

8.3 *Exigent Circumstances Requiring Other Medical Services.* For exigent circumstances not covered by the CSL medical services agreements annexed hereto (e.g., a medical emergency not



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related to COVID-19), the CSL shall at its costs follow and comply with the applicable non-COVID-19 medical emergency protocols set forth in Exhibit 4 attached hereto, without prejudice to the CSL's right to seek reimbursement of such costs from its customer- or crew-recipient of the service provided, either directly or through its agent or contractor, or to pass such costs on to the recipient of the provided service.

*8.4 Evacuations at Sea.* All medical evacuations at sea must be coordinated by the CSL with the U.S. Coast Guard.

*8.5 Disembarkation Procedures in the Event of an Outbreak of COVID-19.* In the event of an outbreak of COVID-19 on any CSL vessel operating under this MOU, the CSL will follow and comply with, at its cost, all applicable disembarkation procedures at the home port that apply in the event of an outbreak of COVID-19, included in Exhibit 4 hereto or in the FCS.

*8.6 Cruise Terminal, Ship, and Transportation Vehicle Cleaning Procedures and Requirements.*

*8.6.1 Cruise Terminal Routine Cleaning Requirements.* Prior to commencement of passenger embark and debark operations, except at otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the Virgin Islands Cruise Ship Marine Protocol, the Virgin Islands Port COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center, Ann E. Abramson Marine Facility, the West Indian Company Dock at Havensight and Cruise Ships when at U.S.V.I. Ports, WICO and VIPA shall cause each cruise terminal (and any associated bathrooms therein and connected passenger boarding bridges) covered by this MOU, to be cleaned in accordance with the Routine Cleaning Procedures of WICO's and VIPA's Port Facilities.

*8.6.2 Transportation Vehicle Cleaning Requirements.* In connection with all transportation vehicles either owned, hired, or maintained by or on behalf of the CSL, or otherwise within the CSL's control, the CSL shall at its costs cause same to be cleaned in accordance with, as applicable, the CSL Transportation Vehicle Cleaning Requirements included in Exhibit 4 and all applicable FCS requirements.

*8.7 CDC Reporting Requirements.* CSL shall timely comply with all CDC reporting requirements included in the FCS or otherwise required by the CDC.

**(9) WICO, VIPA, GVI, and DOH Conditional Authorization of Simulated (Trial) Passenger Voyages and Restricted Passenger Voyages.**

9.1 Subject to CSL's compliance with all terms, conditions, and requirements hereof and all exhibits and all annexes hereto, expressly including, without limitation the FCS, and subject to the CDC's future issuance of its written approval to CSL to conduct simulated (trial) passenger voyages (if applicable) and restricted passenger voyages into WICO and/or VIPA Port Facilities, WICO, VIPA, the GVI, and DOH hereby authorize and approve such simulated (trial) passenger voyages and restricted passenger voyages, to the extent authorized by and in accordance with such contemplated future CDC approval(s), as delineated in the Port Facilities and GVI/DOH-



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approved Exhibit 3 attached. Exhibit 3 identifies each CSL vessel covered by this MOU, each vessel’s authorized days and hours of operation at the WICO and VIPA Port Facilities, each vessel’s regular passenger capacity (based on double occupancy) and normal crew size, and each vessel’s restricted (maximum allowed) passenger and crew capacities hereunder. Notwithstanding the foregoing, during the term of this MOU, overall WICO and VIPA Port Facilities can simultaneously accommodate one cruise ship per berth per day. Subject to berthing availability and obtaining the prior written approval of the WICO President/CEO and/or VIPA Executive Director, CSL may for good cause seek to switch or modify a previously authorized vessel berth’s assigned date and/or time.

9.2 Notwithstanding and prevailing over the foregoing, WICO, VIPA, GVI, DOH reserve their respective rights to rescind, reduce, otherwise modify, and/or further condition any approval conferred herein in light of changing circumstances relating to COVID-19 infection rates, the development or spread of variants, the availability or scarcity of local resources needed for the protection of the local community, or otherwise. However, the Parties acknowledge that in the event that a Party suspends or rescinds this MOU, such suspension or rescission shall not deny a cruise ship’s ability to make port as approved by the CDC and in accordance with all requirements hereof, if on a voyage that commenced hereunder prior to such suspension or rescission.

(10) **Compliance with Laws.** The Parties shall comply with all applicable laws, regulations, codes, and ordinances established by any applicable governmental authority having jurisdiction over its services or obligations under the MOU including but not limited to Marine Tariffs (“Tariff”) approved by the Governing Board of WICO and/or VIPA and any laws, regulations, codes, ordinances, rules, and public health guidelines pertaining to SARS-CoV-2/COVID-19 or other communicable disease, and shall ensure that its employees, agents, contractors, subcontractors (of all tiers), affiliates and guests also comply therewith, including, but not limited to, all applicable training requirements.

(11) **Notices.** Any and all notices, requests, demands and other communications required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been duly given when: (i) delivered by hand; (ii) deposited in the mail by registered or certified mail, return receipt requested; (iii) sent via electronic mail, with a requested read receipt response; or (iv) sent by recognized international overnight courier. No notice shall be effective unless and until received by the recipient.

If to the Virgin Islands Port Authority:

Carlton Dowe, Executive Director  
Virgin Islands Port Authority  
8074 Lindbergh Bay  
P.O. Box 301707  
St. Thomas, VI 00803





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With a copy to: VIPA General Counsel

If to WICO:

West Indian Company, Ltd.  
9020 Havensight Mall/ Long Bay  
St. Thomas, VI 00802  
Attn: Anthony Ottley, President & CEO  
Email: aottley@wico-ltd.com

With a copy to:

Greg J. Ferguson, Counsel to WICO  
Kellerhals Ferguson Kroblin PLLC  
gferguson@kellfer.com

If to CSL:

Crystal Cruises, LLC  
1501 Biscayne Blvd. Suite 501  
Miami, Florida 33132  
Attn: VP, Port Operations

With a copy to:

Crystal Cruises, LLC  
1501 Biscayne Blvd. Suite 501  
Miami, Florida 33132  
Attn: General Counsel

If to the Government of the U.S. Virgin Islands:

Anthony D. Thomas, MBA  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

Justa E. Encarnacion, RN, BSN, MBA/HCM  
Commissioner  
Department of Health  
3500 Estate Richmond  
Christiansted, St. Croix, Virgin Islands 00820



With a copy to: Attorney General of the U.S. Virgin Islands

Denise N. George, Esq.  
Attorney General  
3438 Kronprindsens Gade  
GERS Building, 2nd Floor  
St. Thomas Virgin Islands 00802

A Party may change their address or other relevant information by notice in writing to the other Parties as provided above.

**(12) GVI/DOH Retained Rights and Authority.** Notwithstanding and prevailing over any potentially contrary term or implication in this MOU, in order to protect the public’s health, safety and welfare, the GVI and DOH each retains and reserves its right and authority to, in its sole discretion: (1) modify, reduce, or limit the number of vessels that can berth at WICO and/or VIPA Port Facilities at one time, the size and/or capacity of cruise vessels that can call at WICO and/or VIPA Port Facilities under the Conditional Sail Order, or otherwise limit cruise operations in the GVI’s or DOH’s discretion; (2) deny berthing or Port access to a cruise vessel reporting passengers and/or crew onboard who are infected or potentially infected with COVID-19; and/or (3) require that such vessel or vessels, as the case may be, anchor off-Port for purposes of quarantine or to facilitate disembarkations via tenders, as may be so directed by WICO and/or VIPA, the U.S. Coast Guard, the Unified Command, the CDC, or local public health agencies. The GVI, DOH, WICO and VIPA shall not be liable for any costs or consequential damages incurred by the CSL, or by third parties, that may arise from the GVI’s, DOH’s, WICO’s or VIPA’s exercise of its discretion hereunder or as a result of any directives or decisions issued by any federal, local or other governmental agency, department, or subdivision.

**(13) Governing Law/Jurisdiction/Exclusive Venue.** This MOU shall be governed by the laws of the U.S. Virgin Islands without regard for its conflict of laws provision, and venue for any and all disputes, controversy, actions, suits, or claims arising out of this MOU, or seeking relief under and/or to construe same shall lie exclusively in Territory of the U.S. Virgin Islands.

**(14) Miscellaneous.**

- a) Nothing in this MOU constitutes any Party as the agent, employee, partner or joint venture of the other Party. No Party has the right or authority to bind the other Party, including without limitation the power to incur any liability or expense on behalf of any other Party, without its prior written agreement except as expressly set forth in this MOU.
- b) If any provision of this MOU, or the application of a provision to any person or circumstance, shall be held invalid, the validity or legality of the remainder of this MOU, or the application of such provision to persons or circumstances other than those to which



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it is held invalid, shall not be affected.

- c) This MOU sets forth the understanding between the Parties as to the particular subject matter herein. This MOU is intended to be supplemental to the CSL's existing preferential berthing agreement, as amended, with WICO and/or VIPA. To the extent this MOU conflicts with the CSL's prior or existing berthing rights agreements with WICO and /or VIPA this MOU shall control, providing nothing contained herein shall be construed as nullifying, reducing, or deferring or delaying compliance with any CSL payment, performance, indemnity, or insurance obligation contained in any prior or existing WICO and/or VIPA agreement with CSL.
- d) Except as otherwise provided in this MOU, this MOU can only be changed, modified, or amended by the express written agreement of the Parties.
- e) Except as otherwise provided in this MOU, none of the Parties may, without the written consent of the other, transfer, assign, create an interest in, or deal in any other way with any of its rights or obligations under this MOU.
- f) Any unsatisfied payment or indemnity obligation arising hereunder during the Term hereof shall survive the expiration or early termination of said term.
- g) This MOU may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This MOU may be signed by facsimile signature, and such facsimile shall have the same legal force and effect as if it were an original.
- h) This MOU has no intended third party beneficiaries and shall not be construed to create any rights in, or grant any cause of action to, any person or entity not a party hereto.
- i) Each Party will work cooperatively in good faith to notify the other Parties hereto of any known or observed incidents of such other Parties' respective non-compliance with the terms of this MOU. Notwithstanding the foregoing, a Party's failure to receive a notice of non-compliance from one or both of the other Parties shall not excuse that Party's non-compliance with any requirement or term hereof.
- j) Each of the persons signing below on behalf of any Party hereby represents and warrants that he or she is signing with full and complete authority to bind the Party on whose behalf of whom he or she is signing, to each and every term of this MOU.
- k) A facsimile, electronic, or digital signature on this Contract shall be deemed an original and shall be binding upon the Parties hereto.
- l) The Parties agree to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this MOU and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security, and use of protected health information.



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Insurance Portability and Accountability Act (HIPAA) governing the privacy, security, and use of protected health information.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date written below.

**WITNESSES**

**VIRGIN ISLANDS PORT AUTHORITY**

J. Holder

Carlton Dowe  
Carlton Dowe, Executive Director  
Virgin Islands Port Authority

11/24/2021  
Date

APPROVED AS TO LEGAL SUFFICIENCY

BY: Carlton Dowe Date 11/24/2021  
Print Name:

**WITNESSES**

**WEST INDIAN COMPANY, LTD.**

Chia...

Anthony A. Oxtley  
Anthony A. Oxtley, President & CEO

11-24-2021  
Date

**WITNESSES**

**GOVERNMENT OF THE VIRGIN ISLANDS**

Dereese A Dunlop-Harley

Justa E. Encarnacion  
Justa E. Encarnacion, Commissioner  
Department of Health

11/27/2021  
Date

Anthony D. Thomas

Anthony D. Thomas  
Anthony D. Thomas, Commissioner  
Department of Property and Procurement

12/1/2021  
Date



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APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

Carol E. McDowell  
Assistant Attorney General

Date 12/1/2021



**CRYSTAL CRUISES, LLC**

By: *Jack O Anderson*  
Name: Jack Anderson  
Title: President

Date: November 24, 2021

By: *Johnny Diep*  
Name: Johnny Diep  
Title: Director Marine Compliance

Date: November 24, 2021

By: *J Hoppe*  
Name: Jessica Hoppe  
Title: SVP, General Counsel

Date: November 24, 2021

ATTESTATION

I, (name) Ricardo Celorio, (position) Chief Financial Officer for Crystal Cruises, LLC, hereby attest that the person(s) signing above on behalf of Crystal Serenity and Crystal Symphony have full and complete authority to sign and bind this MOU.

*Ricardo Celorio*  
Name: Ricardo Celorio  
Title: Chief Financial Officer

Date: November 24, 2021