

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Jointly Administered)

Objection Deadline:
December 11, 2025 at 4:00 p.m. (ET)

**DEBTORS' SECOND NOTICE OF PROPOSED
MISCELLANEOUS ANIMAL ASSET TRANSFERS**

PLEASE TAKE NOTICE that on July 29, 2025, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered that certain *Order Establishing Procedures for Sales of Certain Miscellaneous Assets Outside the Ordinary Course of Business Free and Clear of All Liens, Claims, Interests and Encumbrances Pursuant to Section 363 of the Bankruptcy Code* [Docket No. 401] (the “**Miscellaneous Asset Sale Procedures Order**”),² whereby the Court authorized the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), to sell and/or otherwise transfer certain assets, including the Debtors’ animals, in accordance with procedures provided for therein.

PLEASE TAKE FURTHER NOTICE that, on November 20, 2025, the Debtors filed a notice [Docket No. 764] detailing the proposed transfers of certain animals in accordance with the Miscellaneous Asset Sale Procedures Order, as set forth more fully therein.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Miscellaneous Asset Sale Procedures Order, the Debtors propose to transfer ownership (the “**Proposed Asset Transfers**”) of certain animals, as set forth below and on **Exhibits A-1** through **A-8**, attached hereto (the “**Asset Transfer Summaries**”):

¹ Due to the large number of Debtors in these chapter 11 cases a complete list of the Debtors is not provided herein. A complete list of the Debtors with the last four digits of their tax identification numbers, where applicable, may be obtained on the website of the Debtors’ noticing and claims agent at <https://veritaglobal.net/dolphinco>, or by contacting counsel for the Debtors. For the purposes of these chapter 11 cases, the address for the Debtors is Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Miscellaneous Asset Sale Procedures Order.



Exhibit No.	Transferor/ Owner	Transferee	Location	Animal(s)	
A-1	Marineland Leisure, Inc.	Clearwater Marine Aquarium (“Clearwater”)	Clearwater Marine Aquarium	2 bottlenose dolphins 4 rough-toothed dolphins ³ 3 seals 1 cockatoo 1 red lored amazon 1 red and green macaw 1 white cockatoo 5 yellow-footed tortoises 1 red-footed tortoise	
A-2	MS Leisure Company	ZoOceanarium Group, LLC	Miami Seaquarium	Arrowhead Crab Atlantic Blue Tang Atlantic Spade Basket Starfish Beau Gregory Blue Chromis Blue Green Chromis Blue Parrotfish Blue Striped Grunt Blue Tang Cleaner Wrasse Clownfish Cocoa Damsel Coral Banded Shrimp <i>Diadema</i> Urchin Doctorfish Florida Gar Foxface Foureye Butterflyfish French Angel	No more than 10 No more than 15 No more then 17 No more than 1 No more than 3 No more than 2 No more than 4 No more than 15 No more than 15 No more than 2 No more than 1 No more than 5 No more than 30 No more than 12 No more than 1 No more than 17 No more than 3 No more than 2 No more than 4 No more than 1

³ Clearwater is currently in possession of these four, rough-toothed dolphins pursuant to an animal loan agreement by and between the parties. The Debtors are proposing to transfer ownership of these dolphins to Clearwater.

				French Grunt	No more than 65
				Goldstripe	No more than 1
				Maroon	
				Clownfish	
				Green Moray	No more than 1
				Grey Angelfish	No more than 3
				High Hat	No more than 5
				Hogfish	No more than 2
				Horseshoe Crab	No more than 5
				Lane Snapper	No more than 1
				Lionfish	No more than 5
				Longspine	No more than 1
				Urchin	
				Mandarin Goby	No more than 2
				Midas Cichlid	No more than 1
				Night Sergeant	No more than 1
				Nurse Shark	No more than 4
				Ocean	No more than
				Surgeonfish	15
				Porkfish	No more than 17
				Purplemouth	No more than 1
				Moray	
				Purple Tang	No more than 1
				Rainbow	No more than 5
				Parrotfish	
				Remora	No more than 1
				Sailfin Tang	No more than 3
				Scaled Sardine/	No more than
				Greenback	650
				Sea Urchin	No more than 8
				Sergeant Major	No more than 20
				Skipjack	No more than 3
				Herring	
				Spanish Lobster	No more than 4
				Spiny Lobster	No more than 5
				Spotfin	No more than 1
				Butterflyfish	
				Spotted Drum	No more than 1
				Spotted	No more than 1
				Mandarin Goby	
				Stegastes	No more than 1
				Damsel	

				Stoplight Parrotfish Three Striped Damselfish Tomtate Two-Spot Cardinal White Grunt Wrasses (Misc). Yellow Arrowhead Crab Yellow Tail Damsel Yellow Tang	No more than 15 No more than 3 No more than 15 No more than 2 No more than 2 No more than 5 No more than 13 No more than 5 No more than 1
A-3	MS Leisure Company	Ziggy’s Haven Bird Sanctuary, Inc.	Miami Seaquarium	1 scarlet macaw 1 blue and yellow macaw 1 Catalina macaw 2 red and green macaws 1 African grey parrot	
A-4	MS Leisure Company	Angelica M. Duque	Miami Seaquarium	1 blue and gold macaw 2 red and yellow-footed tortoises	
A-5	MS Leisure Company	Carlos R. Suarez	Miami Seaquarium	1 moluccan cockatoo 1 military macaw 1 red-footed tortoise 1 red and yellow-footed tortoise	
A-6	MS Leisure Company	Daniel Castillo	Miami Seaquarium	15 whitespotted bamboo sharks 1 brownbanded bamboo shark 1 yellow stingray	
A-7	MS Leisure Company	Museum of Discovery in Science, Inc.	Miami Seaquarium	Hogfish Mutton Snapper Mangrove Snapper Permit Sergeant Major Variegated Sea Urchin Yellowtail Snapper	No more than 1 No more than 6 No more than 6 No more than 6 No more than 20 No more than 1 No more than 4
A-8	MS Leisure Company	Shedd Aquarium Society d/b/a	John G. Shedd Aquarium	1 pacific white-sided dolphin	

		John G. Shedd Aquarium		
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The Asset Transfer Summaries include each applicable animal transfer agreement and provide: (i) a description of the animals proposed to be transferred; (ii) the geographic location of the animals; (iii) the material terms of the Proposed Asset Transfers; (iv) the identity of any non-debtor party to the Proposed Asset Transfers and whether that party is an “affiliate” or “insider”; and (v) the identity of parties, if any, holding relevant liens, claims, encumbrances or other interests in the assets to be transferred. The Debtors will not pay any brokerage or investment banker fees or expenses in connection with any of the Proposed Asset Transfers.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a proposed form of order, a copy of which is attached hereto as **Exhibit B** (the “**Proposed Sale Order**”), approving the Proposed Asset Transfers. Further, in support of the proposed transfers, the Debtors have attached hereto as **Exhibit C** the *Declaration of Robert Wagstaff in Support of the Debtors’ Second Notice of Proposed Miscellaneous Animal Asset Transfers*.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Miscellaneous Asset Sale Procedures Order, any objection to the Proposed Asset Transfers shall (i) be in writing; (ii) specify the specific and particular bases for the objection; and (iii) be served upon counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801, Attn: Jared W. Kochenash (jkochenash@ycst.com) not later than **4:00 p.m. (Eastern Time) on December 11, 2025** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE THAT, CONSISTENT WITH THE TERMS OF THE MISCELLANEOUS ASSET SALE PROCEDURES ORDER, IF NO OBJECTION IS RECEIVED BY THE OBJECTION DEADLINE, THE DEBTORS MAY SUBMIT THE PROPOSED SALE ORDER TO THE COURT FOR APPROVAL AND CONSUMMATE THE PROPOSED ASSET TRANSFERS, WITHOUT FURTHER NOTICE TO ANY OTHER PARTY AND WITHOUT THE NEED FOR A HEARING.

PLEASE TAKE FURTHER NOTICE that any party interested in receiving more information regarding the Debtors’ sale process and/or copies of any document filed in the Chapter 11 Cases, including the Miscellaneous Asset Sale Procedures Order, may make a written request to: counsel for the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801, Attn: Jared W. Kochenash (jkochenash@ycst.com). In addition, copies of the Miscellaneous Asset Sale Procedures Order and this notice may be examined by interested parties (i) free of charge at the website established for these chapter 11 cases by the Debtors’ Court-approved claims agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at **<https://veritaglobal.net/dolphinco>**; or (ii) on the Court’s electronic docket for the Debtors’ chapter 11 cases, which is posted at www.deb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov).

Dated: December 1, 2025

/s/ Allison S. Mielke

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A-1**Clearwater Marine Aquarium Asset Transfer Summary¹****i. Description and Location of the Miscellaneous Assets to be Sold**

House Name	Identification #	Age/Birthdate	Color	Sex	Species
Doris	NOA0006306	28 years; 01/1/1997	Grey	Female	<i>Steno bredanensis</i>
Kitana	NOA0006585	18 years; 08/19/2007	Grey	Female	<i>Steno bredanensis</i>
Dagny	NOA0010558	9 years; 03/29/2016	Grey	Female	<i>Steno bredanensis</i>
Wren	NOA0010793	6 years; 10/12/2019	Grey	Female	<i>Steno bredanensis</i>
Star	NOA0005827	26 years; 4/16/1999	N/A	Female	<i>Tursiops truncatus</i>
Squirt	NOA0006634	15 years; 4/13/2010	N/A	Female	<i>Tursiops truncatus</i>
Ocean	NOA0010058	12 years; 5/10/2013	N/A	Female	<i>Phoca vitulina</i>
Pharoah	NOA0010251	10 years; 5/15/2015	N/A	Female	<i>Phoca vitulina</i>
Scallop	NOA0010250	10 years; 5/08/2015	N/A	Female	<i>Phoca vitulina</i>
Powder	N/A	2002 or earlier	N/A	Male	<i>Cacatua galerita</i>
Big Bird	MSAc9601	Unknown	N/A	Male	<i>Ara chloropterus</i>
Mr. Thumbs	N/A	2000 or earlier	N/A	Male	<i>Amazona autumnalis</i>
Skipper	N/A	2012 or earlier	N/A	Male	<i>Cacatua alba</i>
Bubbles	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Peanut	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Froggy	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Shredder	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Lumpy	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Ripples	N/A	Unknown	N/A	Male	<i>Chelonoidis carbonarius</i>

The Debtors are proposing to transfer possession, as applicable, and ownership of the animals listed above (the “**Transferred Animals**”) to Clearwater Marine Aquarium (“**Clearwater**”) pursuant to an animal transfer agreement, attached hereto as **Schedule 1**

¹ Capitalized terms used but not defined herein shall have the meaning given such terms in the Declaration of Steven Robert Strom in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings [Docket No. 10], or the ATA, as applicable.

(the “ATA”). Clearwater is a nonprofit organization that operates a marine rescue center located at 249 Windward Passage, Clearwater, FL 33767.

Upon the closing of the Debtors’ Gulf World facility earlier this year, the Debtors entered into an animal loan agreement with Clearwater to house the Debtors’ rough-toothed dolphins (collectively, the “**Rough-Toothed Dolphins**”), which require a specialized warm-water habitat. Clearwater is one of only a handful of facilities in the United States that maintains a facility with the conditions necessary to house these dolphins. Pursuant to the ATA, the Debtors are proposing to transfer ownership of the Rough-Toothed Dolphins to Clearwater, and physical transport of the Rough-Toothed Dolphins will not be necessary.

In addition, pursuant to the *Order (I) Approving Assumption and Assignment of the Miami Seaquarium Lease Free and Clear of Liens and Other Encumbrances, and (II) Granting Related Relief* [Docket No. 607], the Debtors have ceased their operations at the Miami Seaquarium and are currently implementing a transaction to assume and assign the Debtors’ leasehold interests with respect to such facility. Pursuant to the ATA, the Debtors are proposing to transfer ownership and possession of the Transferred Animals (other than the Rough-Toothed Dolphins) (the “**Other Transferred Animals**”) to Clearwater, and Clearwater will be responsible for and shall transport the Other Transferred Animals to Clearwater’s facility upon approval of the proposed transfer.

ii. **Summary of the Material Terms of the Proposed Miscellaneous Asset Sale**

Clearwater is accredited by the Alliance of Marine Mammal Parks & Aquariums. Clearwater is dedicated to preserving the environment while inspiring the human spirit through leadership in the rescue, rehabilitation and release of marine life, environmental education, research, and conservation. In accordance with the ATA, Clearwater has represented and warranted, among other things, that it (i) is in material compliance with all applicable laws relating to the care of the Transferred Animals, (ii) has obtained and will maintain all necessary licenses, permits, and approvals required for the acquisition, ownership, and care of the Transferred Animals, and (iii) will use the Transferred Animals for zoological purposes including public display, conservation education and/or research in accordance with the laws and regulations of the United States and in conformity with best professional zoological practices to ensure humane treatment and promote positive animal welfare.

As noted above, Clearwater is solely responsible for (i) arranging for the transfer of the Transferred Animals from the Debtors’ facility to Clearwater Marine’s facility, (ii) effectuating the transfer of the Transferred Animals from the Debtors’ facility to Clearwater Marine’s facility, (iii) paying any and all costs and expenses related to the transfer of the Transferred Animals from the Debtors’ facility to Clearwater Marine’s facility.

Clearwater will indemnify and hold harmless the Debtors for any and all claims and causes of action that may arise as of and following the transfer of the Transferred Animals.

iii. The Identity of Any Non-Debtor Party to the Proposed Miscellaneous Asset Sale

Clearwater Marine is not an “affiliate” or “insider” of the Debtors as those terms are defined under section 101 of title 11 of the United States Code, 11 U.S.C §§ 101–1532.

The ATA has been negotiated at arm’s-length, with the benefit of competent counsel, and in consultation with the Debtors’ advisors, counsel for the Official Committee of Unsecured Creditors, and counsel for the Debtors’ DIP Lenders.

iv. The Identity of Parties, if Any, Holding Liens, Claims, Encumbrances or Other Interests in the Miscellaneous Assets

To the extent that the Debtors’ DIP Lenders have valid, liens, claims, encumbrances, or other interests with respect to the Transferred Animals, such lenders do not object to the transfer of the Transferred Animals pursuant to the terms of the ATA and the proposed sale order.

Schedule 1 to Exhibit A-1

Clearwater Marine Aquarium ATA

ANIMAL DONATION AND TRANSFER AGREEMENT

THIS ANIMAL DONATION AND TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 26th day of November 2025, by and between Marineland Leisure, Inc., a Florida corporation (“Marineland”), Gulf World Marine Park, Inc., a Florida corporation (“Gulf World”) and MS Leisure Company (“MS Leisure” and together with Marineland and Gulf World the “Transferors”), and Clearwater Marine Aquarium, a 501(c)(3)-qualified non-profit organization (“Transferee”). Transferors and Transferee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 31, 2025, Transferors and certain of Transferors’ affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) under lead Case No. 25-10606 (LSS) (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Transferors desire to donate and Transferee desires to receive the Donated Animals (as hereinafter defined) subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363, and other applicable provisions of the Bankruptcy Code, and Rules 4001, 6004, and other applicable provisions of the Federal Rules of Bankruptcy Procedure;

WHEREAS, Gulf World owned four of the Donated Animals: Doris (ID Number: NOA0006306, a female *Steno bredanensis* (“Doris”), Kitana (ID Number: NOA0006585) a female *Steno bredanensis* (“Kitana”), Dagny (ID Number: NOA0010558), a female *Steno bredanensis* (“Dagny”), and Wren (ID Number: NOA0010793), a female *Steno bredanensis*, (“Wren” and together with Doris, Kitana, and Dagny the “Loaned Dolphins”);

WHEREAS, in June 2025, Gulf World ceased operations and needed temporary housing for the Loaned Dolphins;

WHEREAS, Transferee currently has possession of the Loaned Dolphins pursuant to that certain *Animal Transfer and Loan Agreement*, dated June 3, 2025, by and among Gulf World and Transferee (the “Loan Agreement”);

WHEREAS, in connection with the transfer of the Donated Animals, the Parties intend for the Loaned Dolphins to remain in Transferee’s possession and ownership of the Loaned Dolphins to transfer to Transferee;

WHEREAS, Gulf World currently owns two of the Donated Animals: a red and green macaw named Big Bird (“Big Bird”), and a white cockatoo named Skipper (“Skipper” and together with Big Bird, the “Gulf World Donated Animals”); and

WHEREAS, MS Leisure is currently in possession of the Gulf World Donated Animals;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

ACQUISITION AND TRANSFER

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, Transferors shall convey, donate, transfer, assign, and deliver to Transferee, and Transferee shall acquire from Transferors, all of Transferors' rights, title, and interest in or to all of the animals set forth on Schedule 1.1 to this Agreement, which includes the Loaned Dolphins (the "Donated Animals"). Upon Transfer, title to the Donated Animals will be delivered to Transferee free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance (collectively, "Encumbrances").

ARTICLE II

TRANSPORT COSTS AND EFFECTIVE DATE

2.1 Transport Costs.

As consideration for Transferee's agreement to acquire the Donated Animals from Transferors, Transferee shall be solely responsible for, and shall timely pay, any and all costs and expenses related to the physical transfer, transportation, handling, and delivery of the Donated Animals from Transferors to Transferee (the "Transport Costs").

2.2 Time and Place of Effectiveness.

This Agreement shall become effective upon satisfaction or waiver of all the conditions set forth in Section 2.7 and Section 2.9 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions).

2.3 Taxes.

Any taxes that may be payable by reason of the transfer of the Donated Animals under this Agreement or the transactions contemplated herein, as and if applicable, shall be borne and timely paid by Transferee.

2.4 "As Is" "Where Is" Transaction.

TRANSFEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRANSFERORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE

DONATED ANIMALS. TRANSFEREE WILL ACCEPT, AND IS ACQUIRING THE DONATED ANIMALS UPON THE TRANSFER “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS,” AND SUBJECT TO ANY CONDITIONS THAT MAY EXIST ON THE EFFECTIVE DATE. TRANSFERORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE DONATED ANIMALS. TRANSFEREE ACKNOWLEDGES THAT TRANSFEREE IS RELYING SOLELY UPON TRANSFEREE’S OWN INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE DONATED ANIMALS AND IS ACCEPTING ASSIGNMENT OF THE DONATED ANIMALS WITHOUT ANY STANDARD REPRESENTATIONS, WARRANTIES, OR COVENANTS, IF ANY, CUSTOMARILY PROVIDED TO THE RECEIVER OF EXOTIC ANIMALS WITH NO RIGHTS OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST TRANSFERORS ON ANY BASIS WHATSOEVER. ACCORDINGLY, TRANSFEREE HEREBY EXPRESSLY ACKNOWLEDGES THAT TRANSFEREE (OR TRANSFEREE’S REPRESENTATIVE(S)) HAS COMPLETED TRANSFEREE’S DUE DILIGENCE INVESTIGATION OF THE DONATED ANIMALS AND WILL ACQUIRE THE DONATED ANIMALS ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferors’ Deliverables.

On the Effective Date, Transferors shall deliver to Transferee a Deed of Animal Transfer, substantially in the form attached hereto as Exhibit A (the “Deed”) duly executed by Transferors.

2.6 Transferee’s Deliverables.

On the Effective Date, Transferee shall deliver to Transferors the Deed duly executed by Transferee (the “Transferee’s Deliverables”)

2.7 Transferee Conditions to Effectiveness.

The obligation of Transferee to receive the Donated Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the “Transferee Conditions”), any of which may be waived in whole or in part by Transferee on or prior to the Effective Date:

- (a) With respect to the Donated Animals, Transferors shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferors at or prior to the Effective Date.
- (b) The Bankruptcy Court shall have entered the Transfer Order, and such Transfer Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have received the Deed duly executed by Transferors.

2.8 Transferee's Rights if Transferee Conditions Are Not Satisfied.

If, on or before December 31, 2025, any of Transferee Conditions have not been satisfied, Transferee shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

2.9 Transferors Conditions.

The obligation of Transferors to donate the Donated Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferors Conditions"), any of which may be waived in whole or in part by Transferors on or prior to the Effective Date:

- (a) With respect to the Donated Animals, Transferee shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferee on or prior to the Effective Date.
- (b) The Bankruptcy Court shall have entered the Transfer Order, and such Transfer Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have delivered to Transferors Transferee's Deliverables.

2.10 Transferors' Rights if Transferors Conditions Are Not Satisfied.

If, on or before December 31, 2025, any of Transferors Conditions have not been satisfied, Transferors shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

3.1 Transfer of Donated Animals. Transferee shall cause the Donated Animals (other than the Loaned Dolphins, which are already in Transferee's possession) to be transferred from Transferors' animal facility located at 4400 Rickenbacker Causeway, Miami, FL 33149 (the "MS Leisure Facility") and transferred to Transferee's own facility (the "Transferee Facility") at a mutually agreeable date and time to be determined by the Parties, but in any event within fourteen (14) Business Days from the Effective Date; provided, however that the Parties may agree to extend the Transfer Date through and including December 31, 2025 to accommodate any exigent circumstances that may arise, which shall include illness, weather, or other conditions that may affect transport of the Donated Animals to the Transferee Facility. Transferee shall be solely responsible for, as applicable, (i) arranging and effectuating the transport of the Donated Animals from the MS Leisure Facility to the Transferee Facility, and (iv) complying with all laws and regulations governing the transport of the Donated Animals from the MS Leisure Facility to the Transferee Facility. Transferors will be solely responsible for the removal and loading of the Donated Animals in Transferee's transport conveyance at Transferors' cost. Transferee shall provide, at Transferee's own expense and risk, all necessary equipment to transport the animals.

3.2 Transport Costs.

Each Party to this Agreement agrees to be responsible for such Party's own costs for any legal, accounting, and other services, if any, attendant to the transactions contemplated by this Agreement, including but not limited to acquiring the Transfer Order; provided, however, that, as set forth in Section 2.1, all costs or fees associated with the transport of the Donated Animals from the MS Leisure Facility to the Transferee Facility shall be borne solely by Transferee.

3.3 Damage and Indemnification.

Transferee shall be liable for and assumes any and all risk, including risk of loss, regarding the Donated Animals immediately upon the transfer of title of the Donated Animals. Transferee shall reimburse Transferors for and shall indemnify, defend, and hold Transferors harmless from and against any and all losses or damages sustained by, liability imposed on, and claims or causes of action asserted against Transferors arising in whole or in part out of or by reason of the transportation of the Donated Animals from the MS Leisure Facility to the Transferee Facility and any and all claims that arise and may be asserted against Transferors related to the Donated Animals as of and following the Transfer of the Donated Animals.

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Transfer Order.

Subject to the availability of the Bankruptcy Court, Transferors will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Parties (the "Transfer Order") that (i) approves the transfer of the Donated Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferors to proceed with the transfer of the Donated Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is entitled to the protections of §363(m) of the Bankruptcy Code, and (iii) states that the transfer of the Donated Animals to Transferee shall be free and clear of all Encumbrances. Transferors shall use commercially reasonable efforts to obtain entry of the Transfer Order by December 15, 2025, and Transferee shall support entry of the Transfer Order by the Bankruptcy Court. Both Transferee's and Transferors' obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court's entry of the Transfer Order.

ARTICLE V

TRANSFERORS' REPRESENTATIONS AND WARRANTIES

5.1 Each Transferor represents and warrants to Transferee that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Transfer Order, each Transferor has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. Subject to entry of the Transfer Order, this Agreement and all documents to be delivered by each Transferor to

Transferee by the Effective Date (i) (A) have been duly authorized, executed, and delivered by each Transferor, (B) are or will be legal, valid and binding obligations of each Transferor, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy; and (ii) do not and will not constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which each Transferor is a party.

(b) Title. Each Transferor owns good, marketable title to the Donated Animals and, subject to the entry of the Transfer Order, upon the Transfer shall deliver the Donated Animals free and clear of all liens, encumbrances, judgments, complaints, claims, restrictions, and other title matters of any kind and nature.

(c) Permits and Certificates. Each Transferor has obtained or will obtain by the Effective Date, and will maintain, all necessary licenses, permits, approvals, and authorizations required to lawfully transfer of ownership of the Donated Animals to Transferee, including any necessary notification to any applicable Governmental Authority. Transferor shall provide to Transferee certificates of health for each of the Donated Animals prior to the Transfer.

ARTICLE VI

TRANSFEEE'S REPRESENTATIONS AND WARRANTIES

6.1 Transferee represents and warrants to Transferors as follows:

(a) Authorizations. Transferee has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. This Agreement has been and all the documents to be delivered by Transferee by the Effective Date will be, duly authorized, executed, and delivered by Transferee, are or will be legal, valid, and binding obligations of Transferee, are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency and bankruptcy.

(b) No Conflict with Other Instruments or Agreements. The consummation by Transferee of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Transferee or any contract to which Transferee is a party or by which Transferee or any of Transferee's property may be bound and that would be material to such Transferee's performance of this Agreement.

(c) Funding. Transferee has sufficient liquid assets available to Transferee to satisfy the Transport Costs.

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the reception, transport, possession, and care of the Donated Animals.

(e) Permits. Transferee has obtained, and will maintain, all necessary licenses, permits, approvals, and authorizations required for the lawful acquisition, ownership, and care of the Donated Animals.

(f) Treatment and Use. Transferee agrees that Transferee shall, at all times, use the Donated Animals for zoological purposes including public display, conservation education and/or research in accordance with the laws and regulations of the United States and in conformity with best professional zoological practices to ensure humane treatment and promote positive animal welfare.

ARTICLE VII

GENERAL PROVISIONS

7.1 Notices.

Any notice, consent, approval or other communication required or permitted to be given under this Agreement or required by law shall be in writing and shall be deemed to have been given (a) immediately upon hand delivery, or (b) one (1) Business Day after being deposited with a reliable nationally recognized overnight courier service, or (c) immediately upon receipt by email:

If to Transferors:	c/o Riveron Management Services, LLC 600 Brickell Avenue, Suite 2550 Miami, FL 33131 Attention: Robert Wagstaff, Chief Restructuring Officer Email: Robert.Wagstaff@riveron.com
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with a copy (that will not constitute notice) to:	Young Conaway Stargatt & Taylor, LLP 1000 N. King Street Wilmington, DE 19801 Attn: Sean T. Greecher, Esq. Craig D. Gear, Esq. Email: sgreecher@ycst.com cgear@ycst.com
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If to Transferee:	Clearwater Marine Aquarium 249 Windward Passage Clearwater, FL 33767 Attn: Joseph Handy Katie Curran Email: jhandy@cmaquarium.org kcurran@cmaquarium.org
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The Parties agree that any notices relating to this Agreement may be delivered on behalf of the Parties by their respective counsel set forth above and, if so given, shall be as effective as if given by such Parties. Notice may be given by counsel on behalf of either Party.

7.2 Definitions.

For purposes of this Agreement:

(a) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.

(b) “Effective Date” means the date upon which this Agreement becomes effective pursuant to Section 2.2 of this Agreement.

(c) “Loan Agreement” has the meaning given to such term in the recitals of this Agreement.

(d) “Transferee Conditions” has the meaning given to such term in Section 2.7 of this Agreement.

(e) “Transferee Facility” has the meaning given to such term in Section 3.1 of this Agreement.

(f) “Transferee’s Deliverables” has the meaning given to such term in Section 2.6 of this Agreement.

(g) “Confidential Information” means any non-public information acquired by the Parties in connection with this Agreement and the Donated Animals, including, without limitation, technical or non-technical information relating to testing, veterinary methods or results, details or specifications, animal records, business records, reports or arrangements, employee training or methods, and any other information, not generally known or easily accessible, that may be received or made known by one or more Party to this Agreement whether or not marked as “confidential”.

(h) “Governmental Authority” means any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any United States or foreign federal, state, or local government, including any governmental authority, agency, branch, department, board, commission, or instrumentality of such government or any political subdivision thereof, and any tribunal, court, or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

(i) “Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard, or other requirement enacted, promulgated, issued, entered, or enforced by a Governmental Authority.

(j) “Person” mean any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint

venture, association, company, trust, bank, trust company, business or statutory trust, or other juridical organization and Governmental Authorities, whether or not legal entities.

(k) “Deed” has the meaning given to such term in Section 2.5 of this Agreement.

(l) “Transfer Order” has the meaning given to such term in Section 4.1 of this Agreement.

(m) “Transferors Conditions” has the meaning given to such term in Section 2.9 of this Agreement.

(n) “Transfer” means the point in time at which the Donated Animals are loaded into the transport vehicle(s) for transport to the Transferee Facility.

7.3 Binding Effect of the Agreement.

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and the Parties’ respective successors and assigns. Neither Party may assign such Party’s rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

7.4 Entire Agreement; Modification.

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, including the Loan Agreement, which on the Effective Date, shall be deemed terminated, and constitutes (along with the documents referred to in the Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

7.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to applicable principles of conflicts of law.

7.6 Rules of Construction.

The Parties hereto agree that they have been represented by counsel during the negotiation, preparation, and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

7.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which

shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature page, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

7.8 Confidentiality.

Except insofar as its disclosure is mandated by law and/or the consent of any affected Party is obtained, the Parties shall maintain this Agreement and its terms and the Confidential Information in confidence and shall treat all Confidential Information in accordance with any non-disclosure or confidentiality agreement in effect among the Parties.

7.9 Further Assurances.

Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

Clearwater Marine Aquarium

By: Joseph Handy
Name: Joseph Handy
Title: Chief Executive Officer

Transferors:

Marineland Leisure, Inc.

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Gulf World Marine Park, Inc.

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

MS Leisure Company

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Schedule 1.1

House Name	Identification #	Age/Birthdate	Color	Sex	Species
Doris	NOA0006306	28 years; 01/1/1997	Grey	Female	<i>Steno bredanensis</i>
Kitana	NOA0006585	18 years; 08/19/2007	Grey	Female	<i>Steno bredanensis</i>
Dagny	NOA0010558	9 years; 03/29/2016	Grey	Female	<i>Steno bredanensis</i>
Wren	NOA0010793	6 years; 10/12/2019	Grey	Female	<i>Steno bredanensis</i>
Star	NOA0005827	26 years; 4/16/1999	N/A	Female	<i>Tursiops truncatus</i>
Squirt	NOA0006634	15 years; 4/13/2010	N/A	Female	<i>Tursiops truncatus</i>
Ocean	NOA0010058	12 years; 5/10/2013	N/A	Female	<i>Phoca vitulina</i>
Pharoah	NOA0010251	10 years; 5/15/2015	N/A	Female	<i>Phoca vitulina</i>
Scallop	NOA0010250	10 years; 5/08/2015	N/A	Female	<i>Phoca vitulina</i>
Powder	N/A	2002 or earlier	N/A	Male	<i>Cacatua galerita</i>
Big Bird	MSAc9601	Unknown	N/A	Male	<i>Ara chloropterus</i>
Mr. Thumbs	N/A	2000 or earlier	N/A	Male	<i>Amazona autumnalis</i>
Skipper	N/A	2012 or earlier	N/A	Male	<i>Cacatua alba</i>
Bubbles	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Peanut	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Froggy	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Shredder	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Lumpy	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Ripples	N/A	Unknown	N/A	Male	<i>Chelonoidis carbonarius</i>

Exhibit A

Deed of Animal Transfer

DEED OF ANIMAL TRANSFER

This DEED OF ANIMAL TRANSFER (this “Deed”) is made and entered into as of _____ 2025, by and among Marineland Leisure, Inc., a Florida corporation (“Marineland”), Gulf World Marine Park, Inc., a Florida corporation (“Gulf World”), and MS Leisure Company (“MS Leisure” and together with Marineland and Gulf World the “Transferors”), in favor of Clearwater Marine Aquarium, a 501(c)(3)-qualified non-profit organization (the “Transferee” and together with Transferors, the “Parties”). Capitalized terms used and not otherwise defined herein have the meaning given to such terms in that certain Animal Transfer Agreement, dated as of November 26, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Transferors have agreed to donate, transfer, assign, convey, and deliver to Transferee the Donated Animals and Transferee has agreed to receive the Donated Animals; and

WHEREAS, this Deed is to evidence and effect the donation of the Donated Animals by Transferors to Transferee in accordance with the terms of the Animal Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Animal Transfer Agreement, the Parties hereby agree as follows:

1. Transfer of Donated Animals. On the terms and subject to the conditions set forth in the Animal Transfer Agreement, Transferors hereby donate, convey, transfer, assign, and delivers to Transferee, all of Transferors’ right, title, and interest in and to the Donated Animals in accordance with the terms of the Animal Transfer Agreement.

2. Further Assurances. Transferors will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Transferee for the purpose of giving effect to the transfer of the Donated Animals as contemplated by the Animal Transfer Agreement.

3. Binding on Successors; No Third-Party Beneficiaries. This Deed shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Deed is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Deed is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

5. Counterparts. This Deed may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of

electronic signature) on this Deed or other documents to be delivered pursuant to this Deed, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Deed or other documents to be delivered pursuant to this Deed, including executed signature page, by electronic transmission will constitute effective delivery of this Deed or such other document for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferors:

Marineland Leisure, Inc.

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Gulf World Marine Park, Inc.

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

MS Leisure Company

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

Clearwater Marine Aquarium

By: Joseph Handy
Name: Joseph Handy
Title: Chief Executive Officer

EXHIBIT A-2**ZoOceanarium Group, LLC Asset Transfer Summary¹****i. Description and Location of the Miscellaneous Assets to be Sold**

Common Name	Scientific Name	Quantity
Arrowhead Crab	<i>Stenorhynchus seticornis</i>	No more than 10
Atlantic Blue Tang	<i>Acanthurus coeruleus</i>	No more than 15
Atlantic Spade	<i>Chaetodipterus faber</i>	No more than 17
Basket Starfish	<i>Gorgonocephalus eucnemis</i>	No more than 1
Beau Gregory	<i>Stegastes leucostictus</i>	No more than 3
Blue Chromis	<i>Chromis cyanea</i>	No more than 2
Blue Green Chromis	<i>Chromis viridis</i>	No more than 4
Blue Parrotfish	<i>Scarus coeruleus</i>	No more than 15
Blue Striped Grunt	<i>Haemulon sciurus</i>	No more than 15
Blue Tang	<i>Paracanthurus hepatus</i>	No more than 2
Cleaner Wrasse	<i>Labroides dimidiatus</i>	No more than 1
Clownfish	<i>Amphiprion</i>	No more than 5
Cocoa damsel	<i>Stegastes variabilis</i>	No more than 30
Coral banded Shrimp	<i>Stenopus hispidus</i>	No more than 12
Diadema Urchin	<i>Diadema sp.</i>	No more than 1
Doctorfish	<i>Acanthurus chirurgus</i>	No more than 17
Florida Gar	<i>Lepisosteus platyrhincus</i>	No more than 3
Foxface	<i>Siganus vulpinus</i>	No more than 2
Foureye butterflyfish	<i>Chaetodon capistratus</i>	No more than 4
French Angel	<i>Pomacanthus paru</i>	No more than 1
French Grunt	<i>Haemulon flavolineatum</i>	No more than 65
Goldstripe Maroon Clownfish	<i>Premnas biaculeatus</i>	No more than 1
Green Moray	<i>Gymnothorax funebris</i>	No more than 1
Grey Angelfish	<i>Holacanthus ciliaris</i>	No more than 3
High Hat	<i>Pareques acuminatus</i>	No more than 5
Hogfish	<i>Lachnolaimus maximus</i>	No more than 2
Horseshoe crab	<i>Limulus polyphemus</i>	No more than 5
Lane Snapper	<i>Lutjanus synagris</i>	No more than 1
Lionfish	<i>Pterois</i>	No more than 5
Longspine Urchin	<i>Diadema antillarum</i>	No more than 1
Mandarin Goby	<i>Synchiropus splendidus</i>	No more than 2
Midas Cichlid	<i>Amphilophus citrinellus</i>	No more than 1

¹ Capitalized terms used but not defined herein shall have the meaning given such terms in the Declaration of Steven Robert Strom in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings [Docket No. 10], or the ATA, as applicable.

Common Name	Scientific Name	Quantity
Night sergeant	<i>Abudefduf taurus</i>	No more than 1
Nurse Shark	<i>Ginglymostoma cirratum</i>	No more than 4
Ocean Surgeonfish	<i>Acanthurus bahianus</i>	No more than 15
Porkfish	<i>Anisotremus virginicus</i>	No more than 17
Purplemouth moray	<i>Gymnothorax vicinus</i>	No more than 1
Purple Tang	<i>Zebrasoma xanthurum</i>	No more than 1
Rainbow Parrotfish	<i>Scarus guacamaia</i>	No more than 5
Remora	<i>Echeneidae</i>	No more than 1
Sailfin Tang	<i>Zebrasoma veliferum</i>	No more than 3
Scaled Sardine/Greenback	<i>Harengula jaguana</i>	No more than 650
Sea urchin	Echinoidea	No more than 8
Sergeant Major	<i>Abudefduf saxatilis</i>	No more than 20
Skipjack Herring	<i>Alosa chrysochloris/Alepes djedaba</i>	No more than 3
Spanish Lobster	<i>Scyllarides aequinoctialis</i>	No more than 4
Spiny Lobster	<i>Panulirus argus</i>	No more than 5
Spotfin butterflyfish	<i>Chaetodon ocellatus</i>	No more than 1
Spotted drum	<i>Equetus punctatus</i>	No more than 1
Spotted Mandarin Goby	<i>Synchiropus picturatus</i>	No more than 1
Stegastes Damsel	<i>Stegastes</i>	No more than 1
Stoplight Parrotfish	<i>Sparisoma viride</i>	No more than 15
Three Striped Damselfish	<i>Dascyllus aruanus</i>	No more than 3
Tomtate	<i>Haemulon aurolineatum</i>	No more than 15
Two-spot Cardinal	<i>Apogon pseudomaculatus</i>	No more than 2
White Grunt	<i>Haemulon plumieri</i>	No more than 2
Wrasses (Misc)	<i>Labridae</i>	No more than 5
Yellow Arrowhead Crab	<i>Stenorhynchus seticornis</i>	No more than 13
Yellow Tail Damsel	<i>Chrysiptera parsema</i>	No more than 5
Yellow Tang	<i>Zebrasoma flavescens</i>	No more than 1

The Debtors are proposing to transfer possession and ownership of the animals listed above (the “**Transferred Animals**”) to ZoOceanarium Group, LLC (“**ZoOceanarium**”) pursuant to an animal transfer agreement, attached hereto as **Schedule 1** (the “**ATA**”). ZoOceanarium is a private organization that specializes in developing and operating aquariums and zoological facilities. The Transferred Animals are currently located at the Debtors’ Miami Seaquarium facility. Pursuant to the *Order (I) Approving Assumption and Assignment of the Miami Seaquarium Lease Free and Clear of Liens and Other Encumbrances, and (II) Granting Related Relief* [Docket No. 607], the Debtors have ceased their operations at the Miami Seaquarium and are currently implementing a transaction to assume and assign the Debtors’ leasehold interests with respect to such facility. Pursuant to the ATA, ZoOceanarium will be

responsible for and shall transport the Transferred Animals to ZoOceanarium's facility upon approval of the proposed transfer.

ii. Summary of the Material Terms of the Proposed Miscellaneous Asset Sale

ZoOceanarium emphasizes excellent animal care and wellbeing that creates unique opportunities for people to appreciate and learn about animals through once-in-a-lifetime experiences. In accordance with the ATA, ZoOceanarium has represented and warranted, among other things, that it (i) is in material compliance with all applicable laws relating to the care of the Transferred Animals, (ii) has obtained and will maintain all necessary licenses, permits, and approvals required for the acquisition, ownership, and care of the Transferred Animals, and (iii) will provide the Transferred Animals with humane care and living conditions.

As noted above, ZoOceanarium is solely responsible for (i) arranging for the transfer of the Transferred Animals from the Debtors' facility to ZoOceanarium's facility, (ii) effectuating the transfer of the Transferred Animals from the Debtors' facility to ZoOceanarium's facility, (iii) paying any and all costs and expenses related to the transfer of the Transferred Animals from the Debtors' facility to ZoOceanarium's facility.

ZoOceanarium will indemnify and hold harmless the Debtors for any and all claims and causes of action that may be brought in the future related to the Transferred Animals.

iii. The Identity of Any Non-Debtor Party to the Proposed Miscellaneous Asset Sale

ZoOceanarium is not an "affiliate" or "insider" of the Debtors as those terms are defined under section 101 of title 11 of the United States Code, 11 U.S.C §§ 101–1532.

The ATA has been negotiated at arm's-length and in consultation with the Debtors' advisors, counsel for the Official Committee of Unsecured Creditors, and counsel for the Debtors' DIP Lenders.

iv. The Identity of Parties, if Any, Holding Liens, Claims, Encumbrances or Other Interests in the Miscellaneous Assets

To the extent that the Debtors' DIP Lenders have valid, liens, claims, encumbrances, or other interests with respect to the Transferred Animals, such lenders do not object to the transfer of the Transferred Animals pursuant to the terms of the ATA and the proposed sale order.

Schedule 1 to Exhibit A-2

ZoOceanarium ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 1st day of December, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and ZoOceanarium Group LLC, a Missouri limited liability company registered as a foreign entity in the State of Texas, doing business as Children’s Aquarium Dallas (“Transferee”). Transferor and Transferee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 31, 2025, Transferor and certain of Transferor’s affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) under lead Case No. 25-10606 (LSS) (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”); and

WHEREAS, Transferor desires to donate and Transferee desires to receive the Transferred Animals (as hereinafter defined) subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363, and other applicable provisions of the Bankruptcy Code, and Rules 4001, 6004, and other applicable provisions of the Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

ACQUISITION AND TRANSFER

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing, Transferor shall convey, donate, transfer, assign, and deliver to Transferee, and Transferee shall acquire from Transferor, all of Transferor’s rights, title, and interest in or to all of the animals set forth on Schedule 1.1 to this Agreement (the “Transferred Animals”). At the Closing, title to the Transferred Animals will be delivered to Transferee free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance (collectively, “Encumbrances”).

ARTICLE II

TRANSFER COSTS AND CLOSING

2.1 Transfer Costs.

As consideration for Transferee's agreement to acquire the Transferred Animals from Transferor, Transferee shall be solely responsible for, and shall timely pay, all costs and expenses related to the transfer, transportation, handling, and delivery of the Transferred Animals from Transferor to Transferee (the "Transfer Costs").

2.2 Time and Place of Closing.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by exchange of documents and signatures, at a date and time to be agreed upon by the Parties after the satisfaction or waiver of all the conditions set forth in Section 2.7 and Section 2.9 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions), other than conditions that, by their nature, will be satisfied at the Closing, but in any event not later than fourteen (14) days after entry of the Transfer Order. The date on which the Closing is to occur is herein referred to as the "Closing Date."

2.3 Sales and Other Taxes.

Any purchase, transfer, or similar taxes that may be payable by reason of the transfer of the Transferred Animals under this Agreement or the transactions contemplated herein, as and if applicable, shall be borne and timely paid by Transferee.

2.4 "As Is" "Where Is" Transaction.

TRANSFEEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRANSFEROR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE TRANSFERRED ANIMALS. TRANSFEEE WILL ACCEPT, AND IS ACQUIRING THE TRANSFERRED ANIMALS UPON THE TRANSFER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND SUBJECT TO ANY CONDITIONS THAT MAY EXIST ON THE CLOSING DATE. TRANSFEROR HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE TRANSFERRED ANIMALS. TRANSFEEE ACKNOWLEDGES THAT TRANSFEEE IS RELYING SOLELY UPON TRANSFEEE'S OWN INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE TRANSFERRED ANIMALS AND IS ACCEPTING ASSIGNMENT OF THE TRANSFERRED ANIMALS WITHOUT ANY STANDARD REPRESENTATIONS, WARRANTIES, OR COVENANTS, IF ANY, CUSTOMARILY PROVIDED TO THE PURCHASER OF MARINE ANIMALS, WITH NO RIGHTS OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST TRANSFEROR ON ANY BASIS WHATSOEVER. ACCORDINGLY, TRANSFEEE HEREBY EXPRESSLY

ACKNOWLEDGES THAT TRANSFEREE (OR TRANSFEREE'S REPRESENTATIVE(S)) HAS COMPLETED TRANSFEREE'S DUE DILIGENCE INVESTIGATION OF THE TRANSFERRED ANIMALS AND WILL ACQUIRE THE TRANSFERRED ANIMALS ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferor's Deliverables.

At the Closing, Transferor shall deliver to Transferee a Bill of Sale, substantially in the form attached hereto as Exhibit A (the "Bill of Sale") duly executed by Transferor.

2.6 Transferee's Deliverables.

At the Closing, Transferee shall deliver to Transferor the Bill of Sale duly executed by Transferee (the "Transferee's Closing Deliverables")

2.7 Transferee Conditions to Closing.

The obligation of Transferee to accept the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferee Conditions"), any of which may be waived in whole or in part by Transferee on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferor shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferor at or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have received Bill of Sale duly executed by Transferor.
- (d) Transferor shall have prepared Transferor's Facility in accordance with the conditions set forth in Section 3.1 by December 17, 2025.
- (e) Transferor shall have notified Transferee that no objections to the proposed Transfer Order have been received as of December 11, 2025.

2.8 Transferee's Rights if Transferee Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferee Conditions have not been satisfied, Transferee shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

2.9 Transferor Conditions.

The obligation of Transferor to donate the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the “Transferor Conditions”), any of which may be waived in whole or in part by Transferor on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferee shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferee on or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have delivered to Transferor Transferee’s Closing Deliverables.

2.10 Transferor’s Rights if Transferor Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferor Conditions have not been satisfied, Transferor shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

3.1 Transfer of Transferred Animals. Transferee shall cause the Transferred Animals to be transferred from Transferor’s animal facility located at 4400 Rickenbacker Causeway, Miami, FL 33149 (the “Transferor’s Facility”) and transferred to Transferee’s own facility (the “Transferee Facility”) on December 17, 2025. Transferee shall be solely responsible for (i) arranging for the removal and transfer of the Transferred Animals from the Transferor’s Facility to the Transferee Facility, (ii) effectuating the removal and transfer of the Transferred Animals from the Transferor’s Facility to the Transferee Facility, (iii) paying any and all costs and expenses related to the removal and transfer of the Transferred Animals from the Transferor’s Facility to the Transferee Facility, and (iv) complying with all laws and regulations governing the removal and transfer of the Transferred Animals from the Transferor’s Facility to the Transferee Facility. Prior to the transfer of the Transferred Animals, Transferor shall remove any rock structures from Transferor’s fish tanks that prevent the full and safe removal of the Transferred Animals from Transferor’s facility. During the transfer of the Transferred Animals, Transferor shall provide, at Transferor’s own expense and risk, a working hoist, crane, or similar machinery capable of lifting a 400 pound tub of water containing the Transferred Animals into Transferee’s truck (the “Removal Machinery”). Transferee shall provide, at Transferee’s own expense and risk, all equipment, medical, and other supplies and personnel required for the loading, unloading, and transport of the Transferred Animals to the Transferee Facility; provided, however, that the Transferor will provide the Removal Machinery.

3.2 Transaction Expenses.

Each Party to this Agreement agrees to be responsible for such Party's own costs for any legal, accounting, and other services, if any, attendant to the transactions contemplated by this Agreement; provided, however, that, as set forth in Section 2.1, all costs or fees associated with the transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, including transportation, handling, cleaning, and any other expenses necessary to complete the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, shall be borne solely by Transferee.

3.3 Damage and Indemnification.

Transferee shall be liable for and assumes any and all risk, including risk of loss, regarding the Transferred Animals immediately upon the transfer of title of the Transferred Animals. Transferee shall reimburse Transferor for and shall indemnify, defend, and hold Transferor harmless from and against any and all losses or damages sustained by, liability imposed on, and claims or causes of action asserted against Transferor arising in whole or in part out of or by reason of the transfer, removal, and transportation of the Transferred Animals from the Transferor's Facility to the Transferee Facility and any and all claims that may be asserted against Transferor related to the Transferred Animals as of and following the Transfer of the Transferred Animals.

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Transfer Order.

Subject to the availability of the Bankruptcy Court, Transferor will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Parties (the "Transfer Order") that (i) approves the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferor to proceed with the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is entitled to the protections of §363(m) of the Bankruptcy Code, and (iii) states that the sale of the Transferred Animals to Transferee shall be free and clear of all Encumbrances. Transferor shall use commercially reasonable efforts to obtain entry of the Transfer Order by December 8, 2025, and Transferee shall support entry of the Transfer Order by the Bankruptcy Court. Both Transferee's and Transferor's obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court's entry of the Transfer Order.

ARTICLE V

TRANSFEROR'S REPRESENTATIONS AND WARRANTIES

5.1 Transferor represents and warrants to Transferee that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Transfer Order, Transferor has full power and authority to enter into and

perform this Agreement in accordance with the terms of this Agreement. Subject to entry of the Transfer Order, this Agreement and all documents to be delivered by Transferor to Transferee at Closing (i) (A) have been duly authorized, executed, and delivered by Transferor, (B) are or will be legal, valid and binding obligations of Transferor, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy and (ii) do not and will not at Closing constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which Transferor is a party.

(b) Title. Transferor owns good, marketable title to the Transferred Animals and, subject to the entry of the Transfer Order, at the Closing shall deliver the Transferred Animals free and clear of all liens, encumbrances, judgments, complaints, claims, restrictions, and other title matters of any kind and nature.

ARTICLE VI

TRANSFEE'S REPRESENTATIONS AND WARRANTIES

6.1 Transferee represents and warrants to Transferor as follows:

(a) Authorizations. Transferee has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. This Agreement has been and all the documents to be delivered by Transferee at Closing will be, duly authorized, executed, and delivered by Transferee, are or will be legal, valid, and binding obligations of Transferee, are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency and bankruptcy.

(b) No Conflict with Other Instruments or Agreements. The consummation by Transferee of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Transferee or any contract to which Transferee is a party or by which Transferee or any of Transferee's property may be bound and that would be material to such Transferee's performance of this Agreement.

(c) Funding. Transferee has sufficient liquid assets available to Transferee to pay the Transfer Costs on the Closing Date.

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the purchase, transport, possession, and care of the Transferred Animals.

(e) Permits. Transferee has obtained, and will maintain, all necessary licenses, permits, approvals, and authorizations required for the lawful acquisition, ownership, and care of the Transferred Animals.

(f) Humane Treatment. Transferee agrees that Transferee shall, at all times, provide the Transferred Animals with humane care and living conditions, and that Transferee is financially and otherwise able to provide such care and living conditions. Transferee shall not, nor shall

Transferee permit others to, cause mental or physical harm to the Transferred Animals or treat the Transferred Animals in an inhumane or cruel manner.

ARTICLE VII

GENERAL PROVISIONS

7.1 Notices.

Any notice, consent, approval or other communication required or permitted to be given under this Agreement or required by law shall be in writing and shall be deemed to have been given (a) immediately upon hand delivery, or (b) one (1) Business Day after being deposited with a reliable nationally recognized overnight courier service, or (c) immediately upon receipt by email:

If to Transferor: c/o Riveron Management Services, LLC
600 Brickell Avenue, Suite 2550
Miami, FL 33131
Attention: Robert Wagstaff, Chief
Restructuring Officer
Email: Robert.Wagstaff@riveron.com

with a copy (that will not constitute notice) to: Young Conaway Stargatt & Taylor, LLP
1000 N. King Street
Wilmington, DE 19801
Attn: Sean T. Greecher, Esq.
Craig D. Gear, Esq.
Email: sgreecher@ycst.com
cggear@ycst.com

If to Transferee: ZoOceanarium Group, LLC
100 S. 4th St. #550
St. Louis, MO 63102
Attn: Chris Davis
Email: chris.davis@zooceanarium.com

The Parties agree that any notices relating to this Agreement may be delivered on behalf of the Parties by their respective counsel set forth above and, if so given, shall be as effective as if given by such Parties. Notice may be given by counsel on behalf of either Party.

7.2 Definitions.

For purposes of this Agreement:

(a) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.

(b) “Closing” has the meaning given to such term in Section 2.2 of this Agreement.

(c) “Closing Date” has the meaning give to such term in Section 2.2 of this Agreement.

(d) “Confidential Information” means any non-public information acquired by the Parties in connection with this Agreement and the Transferred Animals, including, without limitation, technical or non-technical information relating to testing, veterinary methods or results, details or specifications, animal records, business records, reports or arrangements, employee training or methods, and any other information, not generally known or easily accessible, that may be received or made known by one or more Party to this Agreement whether or not marked as “confidential”.

(e) “Governmental Authority” means any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any United States or foreign federal, state, or local government, including any governmental authority, agency, branch, department, board, commission, or instrumentality of such government or any political subdivision thereof, and any tribunal, court, or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

(f) “Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard, or other requirement enacted, promulgated, issued, entered, or enforced by a Governmental Authority.

(g) “Person” mean any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint

venture, association, company, trust, bank, trust company, business or statutory trust, or other juridical organization and Governmental Authorities, whether or not legal entities.

(h) “Transferee Conditions” has the meaning given to such term in Section 2.7 of this Agreement.

(i) “Transferee Facility” has the meaning given to such term in Section 3.1 of this Agreement.

(j) “Transferee’s Closing Deliverables” has the meaning given to such term in Section 2.6 of this Agreement.

(k) “Transfer Order” has the meaning given to such term in Section 4.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.9 of this Agreement.

(m) “Transfer” means the point in time at which the Transferred Animals are loaded into the transport vehicle(s) for transport to the Transferee Facility.

7.3 Binding Effect of the Agreement.

This Agreement shall be binding on, and shall inure to the benefit of the Parties and the Parties’ respective successors and assigns. Neither Party may assign such Party’s rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

7.4 Entire Agreement; Modification.

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the documents referred to in the Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

7.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to applicable principles of conflicts of law.

7.6 Rules of Construction.

The Parties hereto agree that they have been represented by counsel during the negotiation, preparation, and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

7.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature page, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

7.8 Confidentiality.

Except insofar as its disclosure is mandated by law and/or the consent of any affected Party is obtained, the Parties shall maintain this Agreement and its terms and the Confidential Information in confidence and shall treat all Confidential Information in accordance with any non-disclosure or confidentiality agreement in effect among the Parties.

7.9 Further Assurances.

Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

ZoOceanarium Group, LLC doing business as
Children's Aquarium Dallas

By: 
Name: Chris Davis
Title: Managing Director

Transferor:

MS Leisure Company

By: 
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Schedule 1.1

Transferred Animals

Common Name	Scientific Name	Quantity
Arrowhead Crab	<i>Stenorhynchus seticornis</i>	No more than 10
Atlantic Blue Tang	<i>Acanthurus coeruleus</i>	No more than 15
Atlantic Spade	<i>Chaetodipterus faber</i>	No more than 17
Basket Starfish	<i>Gorgonocephalus eucnemis</i>	No more than 1
Beau Gregory	<i>Stegastes leucostictus</i>	No more than 3
Blue Chromis	<i>Chromis cyanea</i>	No more than 2
Blue Green Chromis	<i>Chromis viridis</i>	No more than 4
Blue Parrotfish	<i>Scarus coeruleus</i>	No more than 15
Blue Striped Grunt	<i>Haemulon sciurus</i>	No more than 15
Blue Tang	<i>Paracanthurus hepatus</i>	No more than 2
Cleaner Wrasse	<i>Labroides dimidiatus</i>	No more than 1
Clownfish	<i>Amphiprion</i>	No more than 5
Cocoa damsel	<i>Stegastes variabilis</i>	No more than 30
Coral banded Shrimp	<i>Stenopus hispidus</i>	No more than 12
Diadema Urchin	<i>Diadema sp.</i>	No more than 1
Doctorfish	<i>Acanthurus chirurgus</i>	No more than 17
Florida Gar	<i>Lepisosteus platyrhincus</i>	No more than 3
Foxface	<i>Siganus vulpinus</i>	No more than 2
Foureye butterflyfish	<i>Chaetodon capistratus</i>	No more than 4
French Angel	<i>Pomacanthus paru</i>	No more than 1
French Grunt	<i>Haemulon flavolineatum</i>	No more than 65
Goldstripe Maroon Clownfish	<i>Premnas biaculeatus</i>	No more than 1
Green Moray	<i>Gymnothorax funebris</i>	No more than 1
Grey Angelfish	<i>Holacanthus ciliaris</i>	No more than 3
High Hat	<i>Pareques acuminatus</i>	No more than 5
Hogfish	<i>Lachnolaimus maximus</i>	No more than 2
Horseshoe crab	<i>Limulus polyphemus</i>	No more than 5
Lane Snapper	<i>Lutjanus synagris</i>	No more than 1
Lionfish	<i>Pterois</i>	No more than 5
Longspine Urchin	<i>Diadema antillarum</i>	No more than 1
Mandarin Goby	<i>Synchiropus splendidus</i>	No more than 2
Midas Cichlid	<i>Amphilophus citrinellus</i>	No more than 1
Night sergeant	<i>Abudefduf taurus</i>	No more than 1
Nurse Shark	<i>Ginglymostoma cirratum</i>	No more than 4
Ocean Surgeonfish	<i>Acanthurus bahianus</i>	No more than 15
Porkfish	<i>Anisotremus virginicus</i>	No more than 17
Purplemouth moray	<i>Gymnothorax vicinus</i>	No more than 1

Common Name	Scientific Name	Quantity
Purple Tang	<i>Zebrasoma xanthurum</i>	No more than 1
Rainbow Parrotfish	<i>Scarus guacamaia</i>	No more than 5
Remora	<i>Echeneidae</i>	No more than 1
Sailfin Tang	<i>Zebrasoma veliferum</i>	No more than 3
Scaled Sardine/Greenback	<i>Harengula jaguana</i>	No more than 650
Sea urchin	Echinoidea	No more than 8
Sergeant Major	<i>Abudefduf saxatilis</i>	No more than 20
Skipjack Herring	<i>Alosa chrysochloris/Alepes djedaba</i>	No more than 3
Spanish Lobster	<i>Scyllarides aequinoctialis</i>	No more than 4
Spiny Lobster	<i>Panulirus argus</i>	No more than 5
Spotfin butterflyfish	<i>Chaetodon ocellatus</i>	No more than 1
Spotted drum	<i>Equetus punctatus</i>	No more than 1
Spotted Mandarin Goby	<i>Synchiropus picturatus</i>	No more than 1
Stegastes Damsel	<i>Stegastes</i>	No more than 1
Stoplight Parrotfish	<i>Sparisoma viride</i>	No more than 15
Three Striped Damselfish	<i>Dascyllus aruanus</i>	No more than 3
Tomtate	<i>Haemulon aurolineatum</i>	No more than 15
Two-spot Cardinal	<i>Apogon pseudomaculatus</i>	No more than 2
White Grunt	<i>Haemulon plumierii</i>	No more than 2
Wrasses (Misc)	<i>Labridae</i>	No more than 5
Yellow Arrowhead Crab	<i>Stenorhynchus seticornis</i>	No more than 13
Yellow Tail Damsel	<i>Chrysiptera parsema</i>	No more than 5
Yellow Tang	<i>Zebrasoma flavescens</i>	No more than 1

Exhibit A

Bill of Sale

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is made and entered into as of December __, 2025, by and among MS Leisure Company, a Florida corporation (the “Transferor”), in favor of ZoOceanarium Group LLC, a Missouri limited liability company registered as a foreign entity in the State of Texas, doing business as Children’s Aquarium Dallas (the “Transferee” and together with Transferor, the “**Parties**”). Capitalized terms used and not otherwise defined herein have the meaning given to such terms in that certain Animal Transfer Agreement, dated as of December 1, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Transferor has agreed to donate, transfer, assign, convey, and deliver to Transferee the Transferred Animals and Transferee has agreed to accept the Transferred Animals; and

WHEREAS, this Bill of Sale is to evidence and effect the transfer of the Transferred Animals by Transferor to Transferee in accordance with the terms of the Animal Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Animal Transfer Agreement, the Parties hereby agree as follows:

1. Transfer of Transferred Animals. On the terms and subject to the conditions set forth in the Animal Transfer Agreement, Transferor hereby donates, conveys, transfers, assigns, and delivers to Transferee, all of Transferor’s right, title, and interest in and to the Transferred Animals in accordance with the terms of the Animal Transfer Agreement.

2. Further Assurances. Transferor will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Transferee for the purpose of giving effect to the transfer of the Transferred Animals as contemplated by the Animal Transfer Agreement.

3. Binding on Successors; No Third-Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Bill of Sale is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Bill of Sale is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

5. Counterparts. This Bill of Sale may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other

means of electronic signature) on this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, including executed signature page, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferor:

MS Leisure Company

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

ZoOceanarium Group, LLC doing business as Children's Aquarium Dallas

By: Chris Davis

Name: Chris Davis

Title: Managing Director

EXHIBIT A-3**Ziggy's Haven Bird Sanctuary, Inc. Asset Transfer Summary¹****i. Description and Location of the Miscellaneous Assets to be Sold**

<u>Name</u>	<u>Sex</u>	<u>Breed</u>
Batman	Male	Scarlet macaw
Blue	Male	Blue-and-yellow macaw
Coconut	Female	Catalina macaw
Mole	Male	Red-and-green macaw
Sideshow	Male	Red-and-green macaw
Smokey	Female	African grey parrot

The Debtors are proposing to transfer possession and ownership of the birds listed above (the “**Transferred Animals**”) to Ziggy's Haven Bird Sanctuary, Inc. (“**Ziggy's**”) pursuant to an animal transfer agreement, attached hereto as **Schedule 1** (the “**ATA**”). Ziggy's is a private nonprofit bird sanctuary and rescue. The Transferred Animals are currently located at the Debtors' Miami Seaquarium facility. Pursuant to the *Order (I) Approving Assumption and Assignment of the Miami Seaquarium Lease Free and Clear of Liens and Other Encumbrances, and (II) Granting Related Relief* [Docket No. 607], the Debtors have ceased their operations at the Miami Seaquarium and are currently implementing a transaction to assume and assign the Debtors' leasehold interests with respect to such facility. Pursuant to the ATA, Ziggy's will be responsible for and shall transport the Transferred Animals to Ziggy's facility upon approval of the proposed transfer.

ii. Summary of the Material Terms of the Proposed Miscellaneous Asset Sale

Ziggy's mission centers on providing a haven for birds in need, operating as a no-breed/no-kill facility where the welfare of our avian residents takes precedence above all else. In accordance with the ATA, Ziggy's has represented and warranted, among other things, that it (i) is in material compliance with all applicable laws relating to the care of the Transferred Animals, (ii) has obtained and will maintain all necessary licenses, permits, and approvals required for the acquisition, ownership, and care of the Transferred Animals, and (iii) will provide the Transferred Animals with humane care and living conditions.

As noted above, Ziggy's is solely responsible for (i) arranging for the transfer of the Transferred Animals from the Debtors' facility to Ziggy's facility, (ii) effectuating the transfer of the Transferred Animals from the Debtors' facility to Ziggy's facility, (iii) paying any and all costs and expenses related to the transfer of the Transferred Animals from the Debtors' facility to Ziggy's facility.

¹ Capitalized terms used but not defined herein shall have the meaning given such terms in the *Declaration of Steven Robert Strom in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [Docket No. 10], or the ATA, as applicable.

Ziggy's will indemnify and hold harmless the Debtors for any and all claims and causes of action that may be brought in the future related to the Transferred Animals.

iii. The Identity of Any Non-Debtor Party to the Proposed Miscellaneous Asset Sale

Ziggy's is not an "affiliate" or "insider" of the Debtors as those terms are defined under section 101 of title 11 of the United States Code, 11 U.S.C §§ 101–1532.

The ATA has been negotiated at arm's-length and in consultation with the Debtors' advisors, counsel for the Official Committee of Unsecured Creditors, and counsel for the Debtors' DIP Lenders.

iv. The Identity of Parties, if Any, Holding Liens, Claims, Encumbrances or Other Interests in the Miscellaneous Assets

To the extent that the Debtors' DIP Lenders have valid, liens, claims, encumbrances, or other interests with respect to the Transferred Animals, such lenders do not object to the transfer of the Transferred Animals pursuant to the terms of the ATA and the proposed sale order.

Schedule 1 to Exhibit A-3

Ziggy's Haven Bird Sanctuary, Inc. ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 25th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Ziggy’s Haven Bird Sanctuary, Inc., a Florida not-for-profit corporation (“Transferee”). Transferor and Transferee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 31, 2025, Transferor and certain of Transferor’s affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) under lead Case No. 25-10606 (LSS) (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”); and

WHEREAS, Transferor desires to donate and Transferee desires to receive the Transferred Animals (as hereinafter defined) subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363, and other applicable provisions of the Bankruptcy Code, and Rules 4001, 6004, and other applicable provisions of the Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

ACQUISITION AND TRANSFER

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing, Transferor shall convey, donate, transfer, assign, and deliver to Transferee, and Transferee shall acquire from Transferor, all of Transferor’s rights, title, and interest in or to all of the animals set forth on Schedule 1.1 to this Agreement (the “Transferred Animals”). At the Closing, title to the Transferred Animals will be delivered to Transferee free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance (collectively, “Encumbrances”).

ARTICLE II

TRANSFER COSTS AND CLOSING

2.1 Transfer Costs.

As consideration for Transferee's agreement to acquire the Transferred Animals from Transferor, Transferee shall be solely responsible for, and shall timely pay, all costs and expenses related to the transfer, transportation, handling, and delivery of the Transferred Animals from Transferor to Transferee (the "Transfer Costs").

2.2 Time and Place of Closing.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by exchange of documents and signatures, at a date and time to be agreed upon by the Parties after the satisfaction or waiver of all the conditions set forth in Section 2.7 and Section 2.9 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions), other than conditions that, by their nature, will be satisfied at the Closing, but in any event not later than fourteen (14) days after the entry of the Transfer Order (as hereinafter defined). The date on which the Closing is to occur is herein referred to as the "Closing Date." Transferee and Transferor agree that delivery of the Transferred Animals and the Transfer shall be deemed to occur at the MS Leisure Facility (as hereinafter defined) as of the Closing.

2.3 Sales and Other Taxes.

Any purchase, transfer, or similar taxes that may be payable by reason of the transfer of the Transferred Animals under this Agreement or the transactions contemplated herein, as and if applicable, shall be borne and timely paid by Transferee.

2.4 "As Is" "Where Is" Transaction.

TRANSFEEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRANSFEROR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE TRANSFERRED ANIMALS. TRANSFEEE WILL ACCEPT, AND IS ACQUIRING THE TRANSFERRED ANIMALS UPON THE TRANSFER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND SUBJECT TO ANY CONDITIONS THAT MAY EXIST ON THE CLOSING DATE. TRANSFEROR HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE TRANSFERRED ANIMALS. TRANSFEEE ACKNOWLEDGES THAT TRANSFEEE IS RELYING SOLELY UPON TRANSFEEE'S OWN INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE TRANSFERRED ANIMALS AND IS ACCEPTING ASSIGNMENT OF THE TRANSFERRED ANIMALS WITHOUT ANY STANDARD REPRESENTATIONS, WARRANTIES, OR COVENANTS, IF ANY, CUSTOMARILY PROVIDED TO THE PURCHASER OF BIRDS, WITH NO RIGHTS

OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST TRANSFEROR ON ANY BASIS WHATSOEVER. ACCORDINGLY, TRANSFEREE HEREBY EXPRESSLY ACKNOWLEDGES THAT TRANSFEREE (OR TRANSFEREE'S REPRESENTATIVE(S)) HAS COMPLETED TRANSFEREE'S DUE DILIGENCE INVESTIGATION OF THE TRANSFERRED ANIMALS AND WILL ACQUIRE THE TRANSFERRED ANIMALS ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferor's Deliverables.

At the Closing, Transferor shall deliver to Transferee a Bill of Sale, substantially in the form attached hereto as Exhibit A (the "Bill of Sale") duly executed by Transferor.

2.6 Transferee's Deliverables.

At the Closing, Transferee shall deliver to Transferor the Bill of Sale duly executed by Transferee (the "Transferee's Closing Deliverables")

2.7 Transferee Conditions to Closing.

The obligation of Transferee to receive the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferee Conditions"), any of which may be waived in whole or in part by Transferee on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferor shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferor at or prior to the Closing.
- (b) Transferor shall have wired to Transferee a surrender fee in the amount of \$1,800.
- (c) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (d) Transferee shall have received Bill of Sale duly executed by Transferor.

2.8 Transferee's Rights if Transferee Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferee Conditions have not been satisfied, Transferee shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

2.9 Transferor Conditions.

The obligation of Transferor to donate the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the “Transferor Conditions”), any of which may be waived in whole or in part by Transferor on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferee shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferee on or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have delivered to Transferor Transferee’s Closing Deliverables.

2.10 Transferor’s Rights if Transferor Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferor Conditions have not been satisfied, Transferor shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

3.1 Transfer of Transferred Animals. Transferee shall cause the Transferred Animals to be transferred from Transferor’s animal facility located at 4400 Rickenbacker Causeway, Miami, FL 33149 (the “MS Leisure Facility”) and transferred to Transferee’s own facility (the “Transferee Facility”) at a mutually agreeable date and time to be determined by the Parties, but in any event within the earlier of (x) seven (7) Business Days from the Closing Date and (y) December 31, 2025. Transferee shall be solely responsible for (i) arranging for the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, (ii) effectuating the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, (iii) paying any and all costs and expenses related to the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, and (iv) complying with all laws and regulations governing the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility. Transferee shall provide, at Transferee’s own expense and risk, all equipment, medical, and other supplies and personnel required for the loading, unloading, and transport of the Transferred Animals to the Transferee Facility.

3.2 Transaction Expenses.

Each Party to this Agreement agrees to be responsible for such Party’s own costs for any legal, accounting, and other services, if any, attendant to the transactions contemplated by this Agreement; provided, however, that, as set forth in Section 2.1, all costs or fees associated with the transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, including transportation, handling, cleaning, and any other expenses necessary to complete the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, shall be borne solely by Transferee.

3.3 Damage and Indemnification.

Transferee shall be liable for and assumes any and all risk, including risk of loss, regarding the Transferred Animals immediately upon the transfer of title of the Transferred Animals. Transferee shall reimburse Transferor for and shall indemnify, defend, and hold Transferor harmless from and against any and all losses or damages sustained by, liability imposed on, and claims or causes of action asserted against Transferor arising in whole or in part out of or by reason of the transfer, removal, and transportation of the Transferred Animals from the MS Leisure Facility to the Transferee Facility and any and all claims that may be asserted against Transferor related to the Transferred Animals as of and following the Transfer of the Transferred Animals.

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Transfer Order.

Subject to the availability of the Bankruptcy Court, Transferor will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Parties (the “Transfer Order”) that (i) approves the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferor to proceed with the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is entitled to the protections of §363(m) of the Bankruptcy Code, and (iii) states that the sale of the Transferred Animals to Transferee shall be free and clear of all Encumbrances. Transferor shall use commercially reasonable efforts to obtain entry of the Transfer Order by December 8, 2025, and Transferee shall support entry of the Transfer Order by the Bankruptcy Court. Both Transferee’s and Transferor’s obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court’s entry of the Transfer Order.

ARTICLE V

TRANSFEROR’S REPRESENTATIONS AND WARRANTIES

5.1 Transferor represents and warrants to Transferee that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Transfer Order, Transferor has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. Subject to entry of the Transfer Order, this Agreement and all documents to be delivered by Transferor to Transferee at Closing (i) (A) have been duly authorized, executed, and delivered by Transferor, (B) are or will be legal, valid and binding obligations of Transferor, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy and (ii) do not and will not at Closing constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which Transferor is a party.

(b) Title. Transferor owns good, marketable title to the Transferred Animals and, subject to the entry of the Transfer Order, at the Closing shall deliver the Transferred Animals free

and clear of all liens, encumbrances, judgments, complaints, claims, restrictions, and other title matters of any kind and nature.

ARTICLE VI

TRANSFeree'S REPRESENTATIONS AND WARRANTIES

6.1 Transferee represents and warrants to Transferor as follows:

(a) Authorizations. Transferee has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. This Agreement has been and all the documents to be delivered by Transferee at Closing will be, duly authorized, executed, and delivered by Transferee, are or will be legal, valid, and binding obligations of Transferee, are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency and bankruptcy.

(b) No Conflict with Other Instruments or Agreements. The consummation by Transferee of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Transferee or any contract to which Transferee is a party or by which Transferee or any of Transferee's property may be bound and that would be material to such Transferee's performance of this Agreement.

(c) Funding. Transferee has sufficient liquid assets available to Transferee to pay the Transfer Costs on the Closing Date.

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the purchase, transport, possession, and care of the Transferred Animals.

(e) Permits. Transferee has obtained, and will maintain, all necessary licenses, permits, approvals, and authorizations required for the lawful acquisition, ownership, and care of the Transferred Animals.

(f) Humane Treatment. Transferee agrees that Transferee shall, at all times, provide the Transferred Animals with humane care and living conditions, and that Transferee is financially and otherwise able to provide such care and living conditions. Transferee shall not, nor shall Transferee permit others to, cause mental or physical harm to the Transferred Animals or treat the Transferred Animals in an inhumane or cruel manner.

ARTICLE VII

GENERAL PROVISIONS

7.1 Notices.

Any notice, consent, approval or other communication required or permitted to be given under this Agreement or required by law shall be in writing and shall be deemed to have been given (a) immediately upon hand delivery, or (b) one (1) Business Day after being deposited with a reliable nationally recognized overnight courier service, or (c) immediately upon receipt by email:

If to Transferor: c/o Riveron Management Services, LLC
600 Brickell Avenue, Suite 2550
Miami, FL 33131
Attention: Robert Wagstaff, Chief
Restructuring Officer
Email: Robert.Wagstaff@riveron.com

with a copy (that will not constitute notice) to: Young Conaway Stargatt & Taylor, LLP
1000 N. King Street
Wilmington, DE 19801
Attn: Sean T. Greecher, Esq.
Craig D. Gear, Esq.
Email: sgreecher@ycst.com
cgear@ycst.com

If to Transferee: Ziggy's Haven Bird Sanctuary, Inc.
84 N. Florida Ave.
Inverness, FL 34453
Attn: Laura Meadows
Email: laura@ziggyshaven.com

with a copy (that will not constitute notice) to: Ziggy's Haven Bird Sanctuary, Inc.
84 N. Florida Ave.
Inverness, FL 34453
Attn: Wendy Waas
Email: wendy@ziggyshaven.com

The Parties agree that any notices relating to this Agreement may be delivered on behalf of the Parties by their respective counsel set forth above and, if so given, shall be as effective as if given by such Parties. Notice may be given by counsel on behalf of either Party.

7.2 Definitions.

For purposes of this Agreement:

(a) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.

(b) “Closing” has the meaning given to such term in Section 2.2 of this Agreement.

(c) “Closing Date” has the meaning give to such term in Section 2.2 of this Agreement.

(d) “Confidential Information” means any non-public information acquired by the Parties in connection with this Agreement and the Transferred Animals, including, without limitation, technical or non-technical information relating to testing, veterinary methods or results, details or specifications, animal records, business records, reports or arrangements, employee training or methods, and any other information, not generally known or easily accessible, that may be received or made known by one or more Party to this Agreement whether or not marked as “confidential”.

(e) “Governmental Authority” means any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any United States or foreign federal, state, or local government, including any governmental authority, agency, branch, department, board, commission, or instrumentality of such government or any political subdivision thereof, and any tribunal, court, or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

(f) “Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard, or other requirement enacted, promulgated, issued, entered, or enforced by a Governmental Authority.

(g) “Person” mean any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint

venture, association, company, trust, bank, trust company, business or statutory trust, or other juridical organization and Governmental Authorities, whether or not legal entities.

(h) “Transfer” means the point in time at which the Transferred Animals are loaded into the transport vehicle(s) for transport to the Transferee Facility.

(i) “Transferee Conditions” has the meaning given to such term in Section 2.7 of this Agreement.

(j) “Transferee Facility” has the meaning given to such term in Section 3.1 of this Agreement.

(k) “Transferee’s Closing Deliverables” has the meaning given to such term in Section 2.6 of this Agreement.

(l) “Transfer Order” has the meaning given to such term in Section 4.1 of this Agreement.

(m) “Transferor Conditions” has the meaning given to such term in Section 2.9 of this Agreement.

7.3 Binding Effect of the Agreement.

This Agreement shall be binding on, and shall inure to the benefit of the Parties and the Parties’ respective successors and assigns. Neither Party may assign such Party’s rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

7.4 Entire Agreement; Modification.

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the documents referred to in the Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

7.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to applicable principles of conflicts of law.

7.6 Rules of Construction.

The Parties hereto agree that they have been represented by counsel during the negotiation, preparation, and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

7.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature page, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

7.8 Confidentiality.

Except insofar as its disclosure is mandated by law and/or the consent of any affected Party is obtained, the Parties shall maintain this Agreement and its terms and the Confidential Information in confidence and shall treat all Confidential Information in accordance with any non-disclosure or confidentiality agreement in effect among the Parties.

7.9 Further Assurances.

Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

Ziggy's Haven Bird Sanctuary, Inc.

By: Wendy Waas
Name: Wendy Waas
Title: President

Transferor:

MS Leisure Company

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Schedule 1.1**Transferred Animals**

<u>Name</u>	<u>Sex</u>	<u>Breed</u>
Batman	Male	Scarlet macaw
Blue	Male	Blue-and-yellow macaw
Coconut	Female	Catalina macaw
Mole	Male	Red-and-green macaw
Sideshow	Male	Red-and-green macaw
Smokey	Female	African grey parrot

Exhibit A

Bill of Sale

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is made and entered into as of [●], 2025, by and among MS Leisure Company, a Florida corporation (the “Transferor”) in favor of Ziggy’s Haven Bird Sanctuary, Inc., a Florida not-for-profit corporation, (the “Transferee” and together with Transferor, the “Parties”). Capitalized terms used and not otherwise defined herein have the meaning given to such terms in that certain Animal Transfer Agreement, dated as of November 25, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Transferor has agreed to donate, transfer, assign, convey, and deliver to Transferee the Transferred Animals and Transferee has agreed to accept the Transferred Animals; and

WHEREAS, this Bill of Sale is to evidence and effect the transfer of the Transferred Animals by Transferor to Transferee in accordance with the terms of the Animal Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Animal Transfer Agreement, the Parties hereby agree as follows:

1. Transfer of Transferred Animals. On the terms and subject to the conditions set forth in the Animal Transfer Agreement, Transferor hereby donates, conveys, transfers, assigns, and delivers to Transferee, all of Transferor’s right, title, and interest in and to the Transferred Animals in accordance with the terms of the Animal Transfer Agreement.

2. Further Assurances. Transferor will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Transferee for the purpose of giving effect to the transfer of the Transferred Animals as contemplated by the Animal Transfer Agreement.

3. Binding on Successors; No Third-Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Bill of Sale is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Bill of Sale is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

5. Counterparts. This Bill of Sale may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Bill of Sale or other documents to be delivered pursuant

to this Bill of Sale, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, including executed signature page, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferor:

MS Leisure Company

Robert Wagstaff

By: _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

Ziggy's Haven Bird Sanctuary, Inc.

Wendy Waas

By: _____

Name: Wendy Waas

Title: President

EXHIBIT A-4**Angelica M. Duque Asset Transfer Summary¹****i. Description and Location of the Miscellaneous Assets to be Sold**

Name	Local ID #	Birthdate	Sex	Common Name	Scientific Classification
Dom	MSTo1702	12/05/2017	Unknown	Red/yellow-footed tortoise hybrid	<i>Chelonoidis carbonarius x denticulatis</i>
Esmerelda	MSTo1701	12/05/2017	Unknown	Red/yellow-footed tortoise hybrid	<i>Chelonoidis carbonarius x denticulatis</i>
Mango	MSAa8501	1985	Male	Blue and gold macaw	<i>Ara ararauna</i>

The Debtors are proposing to transfer possession and ownership of the birds listed above (the “**Transferred Animals**”) to Angelica M. Duque (“**Ms. Duque**”) pursuant to an animal transfer agreement, attached hereto as **Schedule 1** (the “**ATA**”). Ms. Duque has been identified by the Debtors as the party best positioned to assume responsibility for the Transferred Animals given, among other things, that Ms. Duque is a former caregiver for the Transferred Animals and has demonstrated the requisite knowledge, experience, and wherewithal to assume responsibility of the Transferred Animals.

The Transferred Animals are currently located at the Debtors’ Miami Seaquarium facility. Pursuant to the *Order (I) Approving Assumption and Assignment of the Miami Seaquarium Lease Free and Clear of Liens and Other Encumbrances, and (II) Granting Related Relief* [Docket No. 607], the Debtors have ceased their operations at the Miami Seaquarium and are currently implementing a transaction to assume and assign the Debtors’ leasehold interests with respect to such facility. Pursuant to the ATA, Ms. Duque will be responsible for and shall transport the Transferred Animals to her facility upon approval of the proposed transfer.

ii. Summary of the Material Terms of the Proposed Miscellaneous Asset Sale

Ms. Duque has six years of professional experience in animal care and management at Miami Seaquarium and Zoo Miami and has more than ten years of personal experience caring for birds, reptiles, and a variety of exotic species. Throughout her career, Ms. Duque has worked with a wide range of taxa and developed extensive knowledge of species-specific husbandry practices. In accordance with the ATA, Ms. Duque has represented and warranted, among other things, that she (i) is in material compliance with all applicable laws relating to the care of the Transferred Animals, (ii) has obtained and will maintain all necessary licenses, permits, and

¹ Capitalized terms used but not defined herein shall have the meaning given such terms in the *Declaration of Steven Robert Strom in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 10], or the ATA, as applicable.

approvals required for the acquisition, ownership, and care of the Transferred Animals, and (iii) will provide the Transferred Animals with humane care and living conditions.

As noted above, Ms. Duque is solely responsible for (i) arranging for the transfer of the Transferred Animals from the Debtors' facility to her facility, (ii) effectuating the transfer of the Transferred Animals from the Debtors' facility to her facility, (iii) paying any and all costs and expenses related to the transfer of the Transferred Animals from the Debtors' facility to her facility.

Ms. Duque will indemnify and hold harmless the Debtors for any and all claims and causes of action that may be brought in the future related to the Transferred Animals.

iii. The Identity of Any Non-Debtor Party to the Proposed Miscellaneous Asset Sale

Ms. Duque is not an "affiliate" or "insider" of the Debtors as those terms are defined under section 101 of title 11 of the United States Code, 11 U.S.C §§ 101–1532.

The ATA has been negotiated at arm's-length and in consultation with the Debtors' advisors, counsel for the Official Committee of Unsecured Creditors, and counsel for the Debtors' DIP Lenders.

iv. The Identity of Parties, if Any, Holding Liens, Claims, Encumbrances or Other Interests in the Miscellaneous Assets

To the extent that the Debtors' DIP Lenders have valid, liens, claims, encumbrances, or other interests with respect to the Transferred Animals, such lenders do not object to the transfer of the Transferred Animals pursuant to the terms of the ATA and the proposed sale order.

Schedule 1 to Exhibit A-4

Angelica M. Duque ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 27th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“MS Leisure”) and Gulf World Marine Park, Inc., a Florida corporation (“Gulf World” and together with MS Leisure, the “Transferors”), and Angelica M. Duque (“Transferee”). Transferors and Transferee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 31, 2025, Transferors and certain of Transferors’ affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) under lead Case No. 25-10606 (LSS) (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Gulf World currently owns one of the Transferred Animals (as hereinafter defined): a blue and gold Macaw named Mango (“Mango”) and MS Leisure currently owns the other two Transferred Animals: hybrid red and yellow-footed tortoises named Esmerelda and Dom;

WHEREAS, MS Leisure is currently in possession of Mango; and

WHEREAS, Transferors desires to donate and Transferee desires to receive the Transferred Animals subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363, and other applicable provisions of the Bankruptcy Code, and Rules 4001, 6004, and other applicable provisions of the Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

ACQUISITION AND TRANSFER

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing, Transferors shall convey, donate, transfer, assign, and deliver to Transferee, and Transferee shall acquire from Transferors, all of Transferors’ rights, title, and interest in or to all of the animals set forth on Schedule 1.1 to this Agreement (the “Transferred Animals”). At the Closing, title to the Transferred Animals will be delivered to Transferee free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance (collectively, “Encumbrances”).

ARTICLE II

TRANSFER COSTS AND CLOSING

2.1 Transfer Costs.

As consideration for Transferee's agreement to acquire the Transferred Animals from Transferors, Transferee shall be solely responsible for, and shall timely pay, all costs and expenses related to the transfer, transportation, handling, and delivery of the Transferred Animals from Transferors to Transferee (the "Transfer Costs").

2.2 Time and Place of Closing.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by exchange of documents and signatures, at a date and time to be agreed upon by the Parties after the satisfaction or waiver of all the conditions set forth in Section 2.7 and Section 2.9 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions), other than conditions that, by their nature, will be satisfied at the Closing, but in any event not later than fourteen (14) days after entry of the Transfer Order (as hereinafter defined). The date on which the Closing is to occur is herein referred to as the "Closing Date." Transferee and Transferors agree that delivery of the Transferred Animals and the Transfer shall be deemed to occur at the MS Leisure Facility (as hereinafter defined) as of the Closing.

2.3 Sales and Other Taxes.

Any purchase, transfer, or similar taxes that may be payable by reason of the transfer of the Transferred Animals under this Agreement or the transactions contemplated herein, as and if applicable, shall be borne and timely paid by Transferee.

2.4 "As Is" "Where Is" Transaction.

TRANSFEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRANSFERORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE TRANSFERRED ANIMALS. TRANSFEE WILL ACCEPT, AND IS ACQUIRING THE TRANSFERRED ANIMALS UPON THE TRANSFER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND SUBJECT TO ANY CONDITIONS THAT MAY EXIST ON THE CLOSING DATE. TRANSFERORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE TRANSFERRED ANIMALS. TRANSFEE ACKNOWLEDGES THAT TRANSFEE IS RELYING SOLELY UPON TRANSFEE'S OWN INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE TRANSFERRED ANIMALS AND IS ACCEPTING ASSIGNMENT OF THE TRANSFERRED ANIMALS WITHOUT ANY STANDARD REPRESENTATIONS, WARRANTIES, OR COVENANTS, IF ANY, CUSTOMARILY PROVIDED TO THE PURCHASER OF BIRDS AND EXOTIC

ANIMALS, WITH NO RIGHTS OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST TRANSFERORS ON ANY BASIS WHATSOEVER. ACCORDINGLY, TRANSFEREE HEREBY EXPRESSLY ACKNOWLEDGES THAT TRANSFEREE (OR TRANSFEREE'S REPRESENTATIVE(S)) HAS COMPLETED TRANSFEREE'S DUE DILIGENCE INVESTIGATION OF THE TRANSFERRED ANIMALS AND WILL ACQUIRE THE TRANSFERRED ANIMALS ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferors' Deliverables.

At the Closing, Transferors shall deliver to Transferee a Bill of Sale, substantially in the form attached hereto as Exhibit A (the "Bill of Sale") duly executed by Transferors.

2.6 Transferee's Deliverables.

At the Closing, Transferee shall deliver to Transferors the Bill of Sale duly executed by Transferee (the "Transferee's Closing Deliverables")

2.7 Transferee Conditions to Closing.

The obligation of Transferee to accept the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferee Conditions"), any of which may be waived in whole or in part by Transferee on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferors shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferors at or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have received Bill of Sale duly executed by Transferors.

2.8 Transferee's Rights if Transferee Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferee Conditions have not been satisfied, Transferee shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

2.9 Transferors Conditions.

The obligation of Transferors to donate the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferors

Conditions”), any of which may be waived in whole or in part by Transferors on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferee shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferee on or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have delivered to Transferors Transferee’s Closing Deliverables.

2.10 Transferors’ Rights if Transferors Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferors Conditions have not been satisfied, Transferors shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

3.1 Transfer of Transferred Animals. Transferee shall cause the Transferred Animals to be transferred from MS Leisure’s animal facility located at 4400 Rickenbacker Causeway, Miami, FL 33149 (the “MS Leisure Facility”) and transferred to Transferee’s own facility (the “Transferee Facility”) at a mutually agreeable date and time to be determined by the Parties, but in any event within five (5) Business Days from the Closing Date. Transferee shall be solely responsible for (i) arranging for the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, (ii) effectuating the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, (iii) paying any and all costs and expenses related to the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, and (iv) complying with all laws and regulations governing the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility. Transferee shall provide, at Transferee’s own expense and risk, all equipment, medical, and other supplies and personnel required for the loading, unloading, and transport of the Transferred Animals to the Transferee Facility.

3.2 Transaction Expenses.

Each Party to this Agreement agrees to be responsible for such Party’s own costs for any legal, accounting, and other services, if any, attendant to the transactions contemplated by this Agreement; provided, however, that, as set forth in Section 2.1, all costs or fees associated with the transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, including transportation, handling, cleaning, and any other expenses necessary to complete the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, shall be borne solely by Transferee.

3.3 Damage and Indemnification.

Transferee shall be liable for and assumes any and all risk, including risk of loss, regarding the Transferred Animals immediately upon the transfer of title of the Transferred Animals. Transferee shall reimburse Transferors for and shall indemnify, defend, and hold Transferors harmless from and against any and all losses or damages sustained by, liability imposed on, and claims or causes of action asserted against Transferors arising in whole or in part out of or by reason of the transfer, removal, and transportation of the Transferred Animals from the MS Leisure Facility to the Transferee Facility and any and all claims that may be asserted against Transferors related to the Transferred Animals as of and following the Transfer of the Transferred Animals.

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Transfer Order.

Subject to the availability of the Bankruptcy Court, Transferors will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Parties (the “Transfer Order”) that (i) approves the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferors to proceed with the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is entitled to the protections of §363(m) of the Bankruptcy Code, and (iii) states that the sale of the Transferred Animals to Transferee shall be free and clear of all Encumbrances. Transferors shall use commercially reasonable efforts to obtain entry of the Transfer Order by December 15, 2025, and Transferee shall support entry of the Transfer Order by the Bankruptcy Court. Both Transferee’s and Transferors’ obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court’s entry of the Transfer Order.

ARTICLE V

TRANSFERORS’ REPRESENTATIONS AND WARRANTIES

5.1 Transferors represent and warrant to Transferee that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Transfer Order, Transferors have full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. Subject to entry of the Transfer Order, this Agreement and all documents to be delivered by Transferors to Transferee at Closing (i) (A) have been duly authorized, executed, and delivered by Transferors, (B) are or will be legal, valid and binding obligations of Transferors, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy and (ii) do not and will not at Closing constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which Transferors is a party.

(b) Title. Transferors own good, marketable title to the Transferred Animals and, subject to the entry of the Transfer Order, at the Closing shall deliver the Transferred Animals free

and clear of all liens, encumbrances, judgments, complaints, claims, restrictions, and other title matters of any kind and nature.

ARTICLE VI

TRANSFeree'S REPRESENTATIONS AND WARRANTIES

6.1 Transferee represents and warrants to Transferors as follows:

(a) Authorizations. Transferee has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. This Agreement has been and all the documents to be delivered by Transferee at Closing will be, duly authorized, executed, and delivered by Transferee, are or will be legal, valid, and binding obligations of Transferee, are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency and bankruptcy.

(b) No Conflict with Other Instruments or Agreements. The consummation by Transferee of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Transferee or any contract to which Transferee is a party or by which Transferee or any of Transferee's property may be bound and that would be material to such Transferee's performance of this Agreement.

(c) Funding. Transferee has sufficient liquid assets available to Transferee to pay the Transfer Costs on the Closing Date.

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the purchase, transport, possession, and care of the Transferred Animals.

(e) Permits. Transferee has obtained, and will maintain, all necessary licenses, permits, approvals, and authorizations required for the lawful acquisition, ownership, and care of the Transferred Animals.

(f) Humane Treatment. Transferee agrees that Transferee shall, at all times, provide the Transferred Animals with humane care and living conditions, and that Transferee is financially and otherwise able to provide such care and living conditions. Transferee shall not, nor shall Transferee permit others to, cause mental or physical harm to the Transferred Animals or treat the Transferred Animals in an inhumane or cruel manner.

ARTICLE VII

GENERAL PROVISIONS

7.1 Notices.

Any notice, consent, approval or other communication required or permitted to be given under this Agreement or required by law shall be in writing and shall be deemed to have been

given (a) immediately upon hand delivery, or (b) one (1) Business Day after being deposited with a reliable nationally recognized overnight courier service, or (c) immediately upon receipt by email:

If to Transferors:

c/o Riveron Management Services, LLC
600 Brickell Avenue, Suite 2550
Miami, FL 33131
Attention: Robert Wagstaff, Chief
Restructuring Officer
Email: Robert.Wagstaff@riveron.com

with a copy (that will not constitute notice) to:

Young Conaway Stargatt & Taylor, LLP
1000 N. King Street
Wilmington, DE 19801
Attn: Sean T. Greecher, Esq.
Craig D. Gear, Esq.
Email: sgreecher@ycst.com
cgear@ycst.com

If to Transferee:

Angelica M. Duque
450 NW 11th Ave.
Florida City, FL 33034
Email: angmduque@gmail.com

The Parties agree that any notices relating to this Agreement may be delivered on behalf of the Parties by their respective counsel set forth above and, if so given, shall be as effective as if given by such Parties. Notice may be given by counsel on behalf of either Party.

7.2 Definitions.

For purposes of this Agreement:

(a) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.

(b) “Transferee Conditions” has the meaning given to such term in Section 2.7 of this Agreement.

(c) “Transferee Facility” has the meaning given to such term in Section 3.1 of this Agreement.

(d) “Transferee’s Closing Deliverables” has the meaning given to such term in Section 2.6 of this Agreement.

(e) “Closing” has the meaning given to such term in Section 2.2 of this Agreement.

(f) “Closing Date” has the meaning give to such term in Section 2.2 of this Agreement.

(g) “Confidential Information” means any non-public information acquired by the Parties in connection with this Agreement and the Transferred Animals, including, without limitation, technical or non-technical information relating to testing, veterinary methods or results, details or specifications, animal records, business records, reports or arrangements, employee training or methods, and any other information, not generally known or easily accessible, that may be received or made known by one or more Party to this Agreement whether or not marked as “confidential”.

(h) “Governmental Authority” means any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any United States or foreign federal, state, or local government, including any governmental authority, agency, branch, department, board, commission, or instrumentality of such government or any political subdivision thereof, and any tribunal, court, or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

(i) “Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard, or other requirement enacted, promulgated, issued, entered, or enforced by a Governmental Authority.

(j) “Person” mean any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint

venture, association, company, trust, bank, trust company, business or statutory trust, or other juridical organization and Governmental Authorities, whether or not legal entities.

(k) “Transfer Order” has the meaning given to such term in Section 4.1 of this Agreement.

(l) “Transferors Conditions” has the meaning given to such term in Section 2.9 of this Agreement.

(m) “Transfer” means the point in time at which the Transferred Animals are loaded into the transport vehicle(s) for transport to the Transferee Facility.

7.3 Binding Effect of the Agreement.

This Agreement shall be binding on, and shall inure to the benefit of the Parties and the Parties’ respective successors and assigns. Neither Party may assign such Party’s rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

7.4 Entire Agreement; Modification.

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the documents referred to in the Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

7.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to applicable principles of conflicts of law.

7.6 Rules of Construction.

The Parties hereto agree that they have been represented by counsel during the negotiation, preparation, and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

7.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this

Agreement, including executed signature page, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

7.8 Confidentiality.

Except insofar as its disclosure is mandated by law and/or the consent of any affected Party is obtained, the Parties shall maintain this Agreement and its terms and the Confidential Information in confidence and shall treat all Confidential Information in accordance with any non-disclosure or confidentiality agreement in effect among the Parties.


7.9 Further Assurances.

Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

[signature page follows]


IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:


By: 
Name: Angelica M. Duque

Transferors:

MS Leisure Company

By: 
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Gulf World Marine Park, Inc.

By: 
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Schedule 1.1**Transferred Animals**

Name	Local ID #	Birthdate	Sex	Common Name	Scientific Classification
Dom	MSTo1702	12/05/2017	Unknown	Red/yellow-footed tortoise hybrid	<i>Chelonoidis carbonarius x denticulatis</i>
Esmerelda	MSTo1701	12/05/2017	Unknown	Red/yellow-footed tortoise hybrid	<i>Chelonoidis carbonarius x denticulatis</i>
Mango	MSAa8501	1985	Male	<i>Blue and gold macaw</i>	<i>Ara ararauna</i>

Exhibit A

Bill of Sale

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is made and entered into as of [●], 2025, by and among MS Leisure Company, a Florida corporation (“MS Leisure”) and Gulf World Marine Park, Inc., a Florida corporation (“Gulf World” and together with MS Leisure, the “Transferors”), in favor of Angelica M. Duque (the “Transferee” and together with Transferors, the “**Parties**”). Capitalized terms used and not otherwise defined herein have the meaning given to such terms in that certain Animal Transfer Agreement, dated as of November 27, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Transferors have agreed to donate, transfer, assign, convey, and deliver to Transferee the Transferred Animals and Transferee has agreed to accept the Transferred Animals; and

WHEREAS, this Bill of Sale is to evidence and effect the transfer of the Transferred Animals by Transferors to Transferee in accordance with the terms of the Animal Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Animal Transfer Agreement, the Parties hereby agree as follows:

1. Transfer of Transferred Animals. On the terms and subject to the conditions set forth in the Animal Transfer Agreement, Transferors hereby donate, convey, transfer, assign, and deliver to Transferee, all of Transferors’ right, title, and interest in and to the Transferred Animals in accordance with the terms of the Animal Transfer Agreement.

2. Further Assurances. Transferors will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Transferee for the purpose of giving effect to the transfer of the Transferred Animals as contemplated by the Animal Transfer Agreement.

3. Binding on Successors; No Third-Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Bill of Sale is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Bill of Sale is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

5. Counterparts. This Bill of Sale may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Bill of Sale or other documents to be delivered pursuant

to this Bill of Sale, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, including executed signature page, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferors:

MS Leisure Company

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Gulf World Marine Park, Inc.

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

By: And

Name: Angelica M. Duque

EXHIBIT A-5**Carlos R. Suarez Asset Transfer Summary¹****i. Description and Location of the Miscellaneous Assets to be Sold**

Name	ID #	Sex	Scientific Classification	Common Name
Sammie	MSCm0901	Male	<i>Cacatua moluccensis</i>	Moluccan cockatoo
Tyler	MSAmi0701	Female	<i>Ara militaris</i>	Military macaw
Q	MSTo0801	Male	<i>Chelonoidis carbonarius</i>	Red-footed tortoise
Bean	MSTo0901	Unknown	<i>Chelonoidis carbonarius x denticulatis</i>	Red/yellow-footed tortoise

The Debtors are proposing to transfer possession and ownership of the animals listed above (the “**Transferred Animals**”) to Carlos R. Suarez (“**Mr. Suarez**”) pursuant to an animal transfer agreement, attached hereto as **Schedule 1** (the “**ATA**”). Mr. Suarez has been identified by the Debtors as the party best positioned to assume responsibility for the Transferred Animals given, among other things, that Mr. Suarez is a former caregiver for the Transferred Animals and has demonstrated the requisite knowledge, experience, and wherewithal to assume responsibility of the Transferred Animals.

The Transferred Animals are currently located at the Debtors’ Miami Seaquarium facility. Pursuant to the *Order (I) Approving Assumption and Assignment of the Miami Seaquarium Lease Free and Clear of Liens and Other Encumbrances, and (II) Granting Related Relief* [Docket No. 607], the Debtors have ceased their operations at the Miami Seaquarium and are currently implementing a transaction to assume and assign the Debtors’ leasehold interests with respect to such facility. Pursuant to the ATA, Mr. Suarez will be responsible for and shall transport the Transferred Animals to her facility upon approval of the proposed transfer.

ii. Summary of the Material Terms of the Proposed Miscellaneous Asset Sale

Mr. Suarez has professional experience at both Miami Seaquarium and Zoo Miami working with avian species, including the Transferred Animals, and has developed a strong foundation in both daily husbandry and specialized behavioral management, including hands-on training, enrichment design, and observation-based welfare assessments. In his professional experience, Mr. Suarez has come to understand the personalities of each of the Transferred Animals and focuses on their training and enrichment. In accordance with the ATA, Mr. Suarez

¹ Capitalized terms used but not defined herein shall have the meaning given such terms in the *Declaration of Steven Robert Strom in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 10], or the ATA, as applicable.

has represented and warranted, among other things, that he (i) is in material compliance with all applicable laws relating to the care of the Transferred Animals, (ii) has obtained and will maintain all necessary licenses, permits, and approvals required for the acquisition, ownership, and care of the Transferred Animals, as applicable, and (iii) will provide the Transferred Animals with humane care and living conditions.

As noted above, Mr. Suarez is solely responsible for (i) arranging for the transfer of the Transferred Animals from the Debtors' facility to his facility, (ii) effectuating the transfer of the Transferred Animals from the Debtors' facility to his facility, (iii) paying any and all costs and expenses related to the transfer of the Transferred Animals from the Debtors' facility to his facility.

Mr. Suarez will indemnify and hold harmless the Debtors for any and all claims and causes of action that may be brought in the future related to the Transferred Animals.

iii. The Identity of Any Non-Debtor Party to the Proposed Miscellaneous Asset Sale

Mr. Suarez is not an "affiliate" or "insider" of the Debtors as those terms are defined under section 101 of title 11 of the United States Code, 11 U.S.C §§ 101–1532.

The ATA has been negotiated at arm's-length and in consultation with the Debtors' advisors, counsel for the Official Committee of Unsecured Creditors, and counsel for the Debtors' DIP Lenders.

iv. The Identity of Parties, if Any, Holding Liens, Claims, Encumbrances or Other Interests in the Miscellaneous Assets

To the extent that the Debtors' DIP Lenders have valid, liens, claims, encumbrances, or other interests with respect to the Transferred Animals, such lenders do not object to the transfer of the Transferred Animals pursuant to the terms of the ATA and the proposed sale order.

Schedule 1 to Exhibit A-5

Carlos R. Suarez ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 1st day of December, 2025, by and between MS Leisure Company, a Florida corporation (“MS Leisure”) and Gulf World Marine Park, Inc., a Florida corporation (“Gulf World” and together with MS Leisure, the “Transferors”), and Carlos R. Suarez (“Transferee”). Transferors and Transferee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 31, 2025, Transferors and certain of Transferors’ affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) under lead Case No. 25-10606 (LSS) (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Gulf World currently owns one of the Transferred Animals (as hereinafter defined): a military macaw named Tyler (“Tyler”) and MS Leisure currently owns the other three Transferred Animals: a Moluccan Cockatoo named Sammie, a red-footed tortoise named Q, and a red/yellow-footed tortoise hybrid named Bean;

WHEREAS, MS Leisure is currently in possession of Tyler; and

WHEREAS, Transferors desires to donate and Transferee desires to receive the Transferred Animals subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363, and other applicable provisions of the Bankruptcy Code, and Rules 4001, 6004, and other applicable provisions of the Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

ACQUISITION AND TRANSFER

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing, Transferors shall convey, donate, transfer, assign, and deliver to Transferee, and Transferee shall acquire from Transferors, all of Transferors’ rights, title, and interest in or to all of the animals set forth on Schedule 1.1 to this Agreement (the “Transferred Animals”). At the Closing, title to the Transferred Animals will be delivered to Transferee free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance (collectively, “Encumbrances”).

ARTICLE II

TRANSFER COSTS AND CLOSING

2.1 Transfer Costs.

As consideration for Transferee's agreement to acquire the Transferred Animals from Transferors, Transferee shall be solely responsible for, and shall timely pay, all costs and expenses related to the transfer, transportation, handling, and delivery of the Transferred Animals from Transferors to Transferee (the "Transfer Costs").

2.2 Time and Place of Closing.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by exchange of documents and signatures, at a date and time to be agreed upon by the Parties after the satisfaction or waiver of all the conditions set forth in Section 2.7 and Section 2.9 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions), other than conditions that, by their nature, will be satisfied at the Closing, but in any event not later than fourteen (14) days after entry of the Transfer Order (as hereinafter defined). The date on which the Closing is to occur is herein referred to as the "Closing Date." Transferee and Transferors agree that delivery of the Transferred Animals and the Transfer shall be deemed to occur at the MS Leisure Facility (as hereinafter defined) as of the Closing.

2.3 Sales and Other Taxes.

Any purchase, transfer, or similar taxes that may be payable by reason of the transfer of the Transferred Animals under this Agreement or the transactions contemplated herein, as and if applicable, shall be borne and timely paid by Transferee.

2.4 "As Is" "Where Is" Transaction.

TRANSFEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRANSFERORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE TRANSFERRED ANIMALS. TRANSFEE WILL ACCEPT, AND IS ACQUIRING THE TRANSFERRED ANIMALS UPON THE TRANSFER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND SUBJECT TO ANY CONDITIONS THAT MAY EXIST ON THE CLOSING DATE. TRANSFERORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE TRANSFERRED ANIMALS. TRANSFEE ACKNOWLEDGES THAT TRANSFEE IS RELYING SOLELY UPON TRANSFEE'S OWN INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE TRANSFERRED ANIMALS AND IS ACCEPTING ASSIGNMENT OF THE TRANSFERRED ANIMALS WITHOUT ANY STANDARD REPRESENTATIONS, WARRANTIES, OR COVENANTS, IF ANY, CUSTOMARILY PROVIDED TO THE PURCHASER OF BIRDS AND EXOTIC

ANIMALS, WITH NO RIGHTS OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST TRANSFERORS ON ANY BASIS WHATSOEVER. ACCORDINGLY, TRANSFEREE HEREBY EXPRESSLY ACKNOWLEDGES THAT TRANSFEREE (OR TRANSFEREE'S REPRESENTATIVE(S)) HAS COMPLETED TRANSFEREE'S DUE DILIGENCE INVESTIGATION OF THE TRANSFERRED ANIMALS AND WILL ACQUIRE THE TRANSFERRED ANIMALS ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferors' Deliverables.

At the Closing, Transferors shall deliver to Transferee a Bill of Sale, substantially in the form attached hereto as Exhibit A (the "Bill of Sale") duly executed by Transferors.

2.6 Transferee's Deliverables.

At the Closing, Transferee shall deliver to Transferors the Bill of Sale duly executed by Transferee (the "Transferee's Closing Deliverables")

2.7 Transferee Conditions to Closing.

The obligation of Transferee to accept the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferee Conditions"), any of which may be waived in whole or in part by Transferee on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferors shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferors at or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have received Bill of Sale duly executed by Transferors.

2.8 Transferee's Rights if Transferee Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferee Conditions have not been satisfied, Transferee shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

2.9 Transferors Conditions.

The obligation of Transferors to donate the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferors

Conditions”), any of which may be waived in whole or in part by Transferors on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferee shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferee on or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have delivered to Transferors Transferee’s Closing Deliverables.

2.10 Transferors’ Rights if Transferors Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferors Conditions have not been satisfied, Transferors shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

3.1 Transfer of Transferred Animals. Transferee shall cause the Transferred Animals to be transferred from MS Leisure’s animal facility located at 4400 Rickenbacker Causeway, Miami, FL 33149 (the “MS Leisure Facility”) and transferred to Transferee’s own facility (the “Transferee Facility”) at a mutually agreeable date and time to be determined by the Parties, but in any event within five (5) Business Days from the Closing Date. Transferee shall be solely responsible for (i) arranging for the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, (ii) effectuating the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, (iii) paying any and all costs and expenses related to the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, and (iv) complying with all laws and regulations governing the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility. Transferee shall provide, at Transferee’s own expense and risk, all equipment, medical, and other supplies and personnel required for the loading, unloading, and transport of the Transferred Animals to the Transferee Facility.

3.2 Transaction Expenses.

Each Party to this Agreement agrees to be responsible for such Party’s own costs for any legal, accounting, and other services, if any, attendant to the transactions contemplated by this Agreement; provided, however, that, as set forth in Section 2.1, all costs or fees associated with the transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, including transportation, handling, cleaning, and any other expenses necessary to complete the removal and transfer of the Transferred Animals from the MS Leisure Facility to the Transferee Facility, shall be borne solely by Transferee.

3.3 Damage and Indemnification.

Transferee shall be liable for and assumes any and all risk, including risk of loss, regarding the Transferred Animals immediately upon the transfer of title of the Transferred Animals. Transferee shall reimburse Transferors for and shall indemnify, defend, and hold Transferors harmless from and against any and all losses or damages sustained by, liability imposed on, and claims or causes of action asserted against Transferors arising in whole or in part out of or by reason of the transfer, removal, and transportation of the Transferred Animals from the MS Leisure Facility to the Transferee Facility and any and all claims that may be asserted against Transferors related to the Transferred Animals as of and following the Transfer of the Transferred Animals.

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Transfer Order.

Subject to the availability of the Bankruptcy Court, Transferors will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Parties (the “Transfer Order”) that (i) approves the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferors to proceed with the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is entitled to the protections of §363(m) of the Bankruptcy Code, and (iii) states that the sale of the Transferred Animals to Transferee shall be free and clear of all Encumbrances. Transferors shall use commercially reasonable efforts to obtain entry of the Transfer Order by December 15, 2025, and Transferee shall support entry of the Transfer Order by the Bankruptcy Court. Both Transferee’s and Transferors’ obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court’s entry of the Transfer Order.

ARTICLE V

TRANSFERORS’ REPRESENTATIONS AND WARRANTIES

5.1 Transferors represent and warrant to Transferee that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Transfer Order, Transferors have full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. Subject to entry of the Transfer Order, this Agreement and all documents to be delivered by Transferors to Transferee at Closing (i) (A) have been duly authorized, executed, and delivered by Transferors, (B) are or will be legal, valid and binding obligations of Transferors, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy and (ii) do not and will not at Closing constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which Transferors is a party.

(b) Title. Transferors own good, marketable title to the Transferred Animals and, subject to the entry of the Transfer Order, at the Closing shall deliver the Transferred Animals free

and clear of all liens, encumbrances, judgments, complaints, claims, restrictions, and other title matters of any kind and nature.

ARTICLE VI

TRANSFEEE'S REPRESENTATIONS AND WARRANTIES

6.1 Transferee represents and warrants to Transferors as follows:

(a) Authorizations. Transferee has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. This Agreement has been and all the documents to be delivered by Transferee at Closing will be, duly authorized, executed, and delivered by Transferee, are or will be legal, valid, and binding obligations of Transferee, are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency and bankruptcy.

(b) No Conflict with Other Instruments or Agreements. The consummation by Transferee of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Transferee or any contract to which Transferee is a party or by which Transferee or any of Transferee's property may be bound and that would be material to such Transferee's performance of this Agreement.

(c) Funding. Transferee has sufficient liquid assets available to Transferee to pay the Transfer Costs on the Closing Date.

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the purchase, transport, possession, and care of the Transferred Animals.

(e) Permits. Transferee has obtained, and will maintain, all necessary licenses, permits, approvals, and authorizations required for the lawful acquisition, ownership, and care of the Transferred Animals.

(f) Humane Treatment. Transferee agrees that Transferee shall, at all times, provide the Transferred Animals with humane care and living conditions, and that Transferee is financially and otherwise able to provide such care and living conditions. Transferee shall not, nor shall Transferee permit others to, cause mental or physical harm to the Transferred Animals or treat the Transferred Animals in an inhumane or cruel manner.

ARTICLE VII

GENERAL PROVISIONS

7.1 Notices.

Any notice, consent, approval or other communication required or permitted to be given under this Agreement or required by law shall be in writing and shall be deemed to have been

given (a) immediately upon hand delivery, or (b) one (1) Business Day after being deposited with a reliable nationally recognized overnight courier service, or (c) immediately upon receipt by email:

If to Transferors:

c/o Riveron Management Services, LLC
600 Brickell Avenue, Suite 2550
Miami, FL 33131
Attention: Robert Wagstaff, Chief
Restructuring Officer
Email: Robert.Wagstaff@riveron.com

with a copy (that will not constitute notice) to:

Young Conaway Stargatt & Taylor, LLP
1000 N. King Street
Wilmington, DE 19801
Attn: Sean T. Greecher, Esq.
Craig D. Gear, Esq.
Email: sgreecher@ycst.com
cgear@ycst.com

If to Transferee:

Carlos R. Suarez
20831 SW 246 St.
Homestead, FL 33031
Email: csuarezjr04@gmail.com

The Parties agree that any notices relating to this Agreement may be delivered on behalf of the Parties by their respective counsel set forth above and, if so given, shall be as effective as if given by such Parties. Notice may be given by counsel on behalf of either Party.

7.2 Definitions.

For purposes of this Agreement:

(a) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.

(b) “Transferee Conditions” has the meaning given to such term in Section 2.7 of this Agreement.

(c) “Transferee Facility” has the meaning given to such term in Section 3.1 of this Agreement.

(d) “Transferee’s Closing Deliverables” has the meaning given to such term in Section 2.6 of this Agreement.

(e) “Closing” has the meaning given to such term in Section 2.2 of this Agreement.

(f) “Closing Date” has the meaning give to such term in Section 2.2 of this Agreement.

(g) “Confidential Information” means any non-public information acquired by the Parties in connection with this Agreement and the Transferred Animals, including, without limitation, technical or non-technical information relating to testing, veterinary methods or results, details or specifications, animal records, business records, reports or arrangements, employee training or methods, and any other information, not generally known or easily accessible, that may be received or made known by one or more Party to this Agreement whether or not marked as “confidential”.

(h) “Governmental Authority” means any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any United States or foreign federal, state, or local government, including any governmental authority, agency, branch, department, board, commission, or instrumentality of such government or any political subdivision thereof, and any tribunal, court, or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

(i) “Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard, or other requirement enacted, promulgated, issued, entered, or enforced by a Governmental Authority.

(j) “Person” mean any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint

venture, association, company, trust, bank, trust company, business or statutory trust, or other juridical organization and Governmental Authorities, whether or not legal entities.

(k) “Transfer Order” has the meaning given to such term in Section 4.1 of this Agreement.

(l) “Transferors Conditions” has the meaning given to such term in Section 2.9 of this Agreement.

(m) “Transfer” means the point in time at which the Transferred Animals are loaded into the transport vehicle(s) for transport to the Transferee Facility.

7.3 Binding Effect of the Agreement.

This Agreement shall be binding on, and shall inure to the benefit of the Parties and the Parties’ respective successors and assigns. Neither Party may assign such Party’s rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

7.4 Entire Agreement; Modification.

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the documents referred to in the Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

7.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to applicable principles of conflicts of law.

7.6 Rules of Construction.

The Parties hereto agree that they have been represented by counsel during the negotiation, preparation, and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

7.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this

Agreement, including executed signature page, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

7.8 Confidentiality.

Except insofar as its disclosure is mandated by law and/or the consent of any affected Party is obtained, the Parties shall maintain this Agreement and its terms and the Confidential Information in confidence and shall treat all Confidential Information in accordance with any non-disclosure or confidentiality agreement in effect among the Parties.

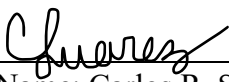
7.9 Further Assurances.

Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

By: 
Name: Carlos R. Suarez

Transferors:

MS Leisure Company

By: _____
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Gulf World Marine Park, Inc.

By: _____
Name: Robert Wagstaff
Title: Chief Restructuring Officer

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

By: _____
Name: Carlos R. Suarez

Transferors:

MS Leisure Company

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Gulf World Marine Park, Inc.

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Schedule 1.1

Transferred Animals

Name	Local ID #	Sex	Scientific Classification	Common Name
Sammie	MSCm0901	Male	<i>Cacatua moluccensis</i>	Cockatoo, Moluccan
Tyler	MSAmi0701	Female	<i>Ara militaris</i>	Macaw, Military
Q	MSTo0801	Male	<i>Chelonoidis carbonarius</i>	Red-footed tortoise
Bean	MSTo0901	Unknown	<i>Chelonoidis carbonarius</i> <i>x denticulatis</i>	Red/yellow-footed tortoise hybrid

Exhibit A

Bill of Sale

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is made and entered into as of [●], 2025, by and among MS Leisure Company, a Florida corporation (“MS Leisure”) and Gulf World Marine Park, Inc., a Florida corporation (“Gulf World” and together with MS Leisure, the “Transferors”), in favor of Carlos Suarez (the “Transferee” and together with Transferors, the “Parties”). Capitalized terms used and not otherwise defined herein have the meaning given to such terms in that certain Animal Transfer Agreement, dated as of December 1, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Transferors have agreed to donate, transfer, assign, convey, and deliver to Transferee the Transferred Animals and Transferee has agreed to accept the Transferred Animals; and

WHEREAS, this Bill of Sale is to evidence and effect the transfer of the Transferred Animals by Transferors to Transferee in accordance with the terms of the Animal Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Animal Transfer Agreement, the Parties hereby agree as follows:

1. Transfer of Transferred Animals. On the terms and subject to the conditions set forth in the Animal Transfer Agreement, Transferors hereby donate, convey, transfer, assign, and deliver to Transferee, all of Transferors’ right, title, and interest in and to the Transferred Animals in accordance with the terms of the Animal Transfer Agreement.

2. Further Assurances. Transferors will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Transferee for the purpose of giving effect to the transfer of the Transferred Animals as contemplated by the Animal Transfer Agreement.

3. Binding on Successors; No Third-Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Bill of Sale is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Bill of Sale is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

5. Counterparts. This Bill of Sale may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Bill of Sale or other documents to be delivered pursuant

to this Bill of Sale, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, including executed signature page, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferors:

MS Leisure Company

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Gulf World Marine Park, Inc.

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

By: _____

Name: Carlos R. Suarez

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferors:

MS Leisure Company

By: _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Gulf World Marine Park, Inc.

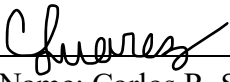
By: _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

By:  _____

Name: Carlos R. Suarez

EXHIBIT A-6**Daniel Castillo Asset Transfer Summary¹****i. Description and Location of the Miscellaneous Assets to be Sold**

Quantity	Scientific Name	Breed
15	<i>Chiloscyllium plagiosum</i>	White spotted bamboo shark
1	<i>Chiloscyllium punctatum</i>	Brownbanded bamboo shark
1	<i>Urobatis jamaicensis</i>	Yellow stingray

The Debtors are proposing to transfer possession and ownership of the animals listed above (the “**Transferred Animals**”) to Daniel Castillo (“**Mr. Castillo**”) pursuant to an animal transfer agreement, attached hereto as **Schedule 1** (the “**ATA**”). Mr. Castillo was found by the International Animal Exchange, which is a leading organization specializing in the transportation and relocation of animals. The Transferred Animals are currently located at the Debtors’ Miami Seaquarium facility. Pursuant to the *Order (I) Approving Assumption and Assignment of the Miami Seaquarium Lease Free and Clear of Liens and Other Encumbrances, and (II) Granting Related Relief* [Docket No. 607], the Debtors have ceased their operations at the Miami Seaquarium and are currently implementing a transaction to assume and assign the Debtors’ leasehold interests with respect to such facility. Pursuant to the ATA, Mr. Castillo will be responsible for and shall transport the Transferred Animals to his facility upon approval of the proposed transfer.

ii. Summary of the Material Terms of the Proposed Miscellaneous Asset Sale

Mr. Castillo is a dedicated aquarist with over six (6) years of experience in marine animal husbandry, life support systems, and aquarium management. Mr. Castillo is skilled in maintaining sustainable habitats, diagnosing aquatic health issues, and collaborating with veterinary teams. He is passionate about education and has experience delivering engaging experiences to the public. In accordance with the ATA, Mr. Castillo has represented and warranted, among other things, that he (i) is in material compliance with all applicable laws relating to the care of the Transferred Animals, (ii) has obtained and will maintain all necessary licenses, permits, and approvals required for the acquisition, ownership, and care of the Transferred Animals, and (iii) will provide the Transferred Animals with humane care and living conditions.

As noted above, Mr. Castillo is solely responsible for (i) arranging for the transfer of the Transferred Animals from the Debtors’ facility to his facility, (ii) effectuating the transfer of the Transferred Animals from the Debtors’ facility to his facility, (iii) paying any and all costs and expenses related to the transfer of the Transferred Animals from the Debtors’ facility to his facility.

¹ Capitalized terms used but not defined herein shall have the meaning given such terms in the *Declaration of Steven Robert Strom in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 10], or the ATA, as applicable.

Mr. Castillo will indemnify and hold harmless the Debtors for any and all claims and causes of action that may be brought in the future related to the Transferred Animals.

iii. The Identity of Any Non-Debtor Party to the Proposed Miscellaneous Asset Sale

Mr. Castillo is not an “affiliate” or “insider” of the Debtors as those terms are defined under section 101 of title 11 of the United States Code, 11 U.S.C §§ 101–1532.

The ATA has been negotiated at arm’s-length, with the benefit of competent counsel, and in consultation with the Debtors’ advisors, counsel for the Official Committee of Unsecured Creditors, and counsel for the Debtors’ DIP Lenders.

iv. The Identity of Parties, if Any, Holding Liens, Claims, Encumbrances or Other Interests in the Miscellaneous Assets

To the extent that the Debtors’ DIP Lenders have valid, liens, claims, encumbrances, or other interests with respect to the Transferred Animals, such lenders do not object to the transfer of the Transferred Animals pursuant to the terms of the ATA and the proposed sale order.

Schedule 1 to Exhibit A-6

Daniel Castillo ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 1st day of December, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Daniel Castillo (“Transferee”). Transferor and Transferee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 31, 2025, Transferor and certain of Transferor’s affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) under lead Case No. 25-10606 (LSS) (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”); and

WHEREAS, Transferor desires to donate and Transferee desires to receive the Transferred Animals (as hereinafter defined) subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363, and other applicable provisions of the Bankruptcy Code, and Rules 4001, 6004, and other applicable provisions of the Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

ACQUISITION AND TRANSFER

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing, Transferor shall convey, donate, transfer, assign, and deliver to Transferee, and Transferee shall acquire from Transferor, all of Transferor’s rights, title, and interest in or to all of the animals set forth on Schedule 1.1 to this Agreement (the “Transferred Animals”). At the Closing, title to the Transferred Animals will be delivered to Transferee free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance (collectively, “Encumbrances”).

ARTICLE II

TRANSFER COSTS AND CLOSING

2.1 Transfer Costs.

As consideration for Transferee's agreement to acquire the Transferred Animals from Transferor, Transferee shall be solely responsible for, and shall timely pay, all costs and expenses related to the transfer, transportation, handling, and delivery of the Transferred Animals from Transferor to Transferee (the "Transfer Costs").

2.2 Time and Place of Closing.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by exchange of documents and signatures, at a date and time to be agreed upon by the Parties after the satisfaction or waiver of all the conditions set forth in Section 2.7 and Section 2.9 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions), other than conditions that, by their nature, will be satisfied at the Closing, but in any event not later than fourteen (14) days after entry of the Transfer Order. The date on which the Closing is to occur is herein referred to as the "Closing Date." Transferee and Transferor agree that delivery of the Transferred Animals and the Transfer shall be deemed to occur at the Transferor's Facility (as hereinafter defined) as of the Closing.

2.3 Sales and Other Taxes.

Any purchase, transfer, or similar taxes that may be payable by reason of the transfer of the Transferred Animals under this Agreement or the transactions contemplated herein, as and if applicable, shall be borne and timely paid by Transferee.

2.4 "As Is" "Where Is" Transaction.

TRANSFEEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRANSFEROR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE TRANSFERRED ANIMALS. TRANSFEEE WILL ACCEPT, AND IS ACQUIRING THE TRANSFERRED ANIMALS UPON THE TRANSFER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND SUBJECT TO ANY CONDITIONS THAT MAY EXIST ON THE CLOSING DATE. TRANSFEROR HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE TRANSFERRED ANIMALS. TRANSFEEE ACKNOWLEDGES THAT TRANSFEEE IS RELYING SOLELY UPON TRANSFEEE'S OWN INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE TRANSFERRED ANIMALS AND IS ACCEPTING ASSIGNMENT OF THE TRANSFERRED ANIMALS WITHOUT ANY STANDARD REPRESENTATIONS, WARRANTIES, OR COVENANTS, IF ANY, CUSTOMARILY PROVIDED TO THE PURCHASER OF MARINE ANIMALS, WITH

NO RIGHTS OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST TRANSFEROR ON ANY BASIS WHATSOEVER. ACCORDINGLY, TRANSFEREE HEREBY EXPRESSLY ACKNOWLEDGES THAT TRANSFEREE (OR TRANSFEREE'S REPRESENTATIVE(S)) HAS COMPLETED TRANSFEREE'S DUE DILIGENCE INVESTIGATION OF THE TRANSFERRED ANIMALS AND WILL ACQUIRE THE TRANSFERRED ANIMALS ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferor's Deliverables.

At the Closing, Transferor shall deliver to Transferee a Bill of Sale, substantially in the form attached hereto as Exhibit A (the "Bill of Sale") duly executed by Transferor.

2.6 Transferee's Deliverables.

At the Closing, Transferee shall deliver to Transferor the Bill of Sale duly executed by Transferee (the "Transferee's Closing Deliverables")

2.7 Transferee Conditions to Closing.

The obligation of Transferee to accept the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferee Conditions"), any of which may be waived in whole or in part by Transferee on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferor shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferor at or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have received Bill of Sale duly executed by Transferor.

2.8 Transferee's Rights if Transferee Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferee Conditions have not been satisfied, Transferee shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

2.9 Transferor Conditions.

The obligation of Transferor to donate the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferor Conditions"), any of which may be waived in whole or in part by Transferor on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferee shall have materially performed and complied with all agreements, covenants, and conditions required

by this Agreement to be performed and complied with by Transferee on or prior to the Closing.

- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have delivered to Transferor Transferee's Closing Deliverables.
- (d) Transferee shall have received approval from the Florida Fish and Wildlife Conservation Commission (the "FWC") to take the Transferred Animals; provided, however, that the Parties may amend Schedule 1.1 hereto to remove any animals for which FWC approval is not obtained.

2.10 Transferor's Rights if Transferor Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferor Conditions have not been satisfied, Transferor shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

3.1 Transfer of Transferred Animals. Transferee shall cause the Transferred Animals to be transferred from Transferor's animal facility located at 4400 Rickenbacker Causeway, Miami, FL 33149 (the "Transferor's Facility") and transferred to Transferee's own facility (the "Transferee Facility") at a mutually agreeable date and time to be determined by the Parties, but in any event within five (5) Business Days from the Closing Date. Transferee shall be solely responsible for (i) arranging for the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, (ii) effectuating the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, (iii) paying any and all costs and expenses related to the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, and (iv) complying with all laws and regulations governing the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility. Transferee shall provide, at Transferee's own expense and risk, all equipment, medical, and other supplies and personnel required for the loading, unloading, and transport of the Transferred Animals to the Transferee Facility.

3.2 Transaction Expenses.

Each Party to this Agreement agrees to be responsible for such Party's own costs for any legal, accounting, and other services, if any, attendant to the transactions contemplated by this Agreement; provided, however, that, as set forth in Section 2.1, all costs or fees associated with the transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, including transportation, handling, cleaning, and any other expenses necessary to complete the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, shall be borne solely by Transferee.

3.3 Damage and Indemnification.

Transferee shall be liable for and assumes any and all risk, including risk of loss, regarding the Transferred Animals immediately upon the transfer of title of the Transferred Animals. Transferee shall reimburse Transferor for and shall indemnify, defend, and hold Transferor harmless from and against any and all losses or damages sustained by, liability imposed on, and claims or causes of action asserted against Transferor arising in whole or in part out of or by reason of the transfer, removal, and transportation of the Transferred Animals from the Transferor's Facility to the Transferee Facility and any and all claims that may be asserted against Transferor related to the Transferred Animals as of and following the Transfer of the Transferred Animals.

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Transfer Order.

Subject to the availability of the Bankruptcy Court, Transferor will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Parties (the "Transfer Order") that (i) approves the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferor to proceed with the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is entitled to the protections of §363(m) of the Bankruptcy Code, and (iii) states that the sale of the Transferred Animals to Transferee shall be free and clear of all Encumbrances. Transferor shall use commercially reasonable efforts to obtain entry of the Transfer Order by December 15, 2025, and Transferee shall support entry of the Transfer Order by the Bankruptcy Court. Both Transferee's and Transferor's obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court's entry of the Transfer Order.

ARTICLE V

TRANSFEROR'S REPRESENTATIONS AND WARRANTIES

5.1 Transferor represents and warrants to Transferee that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Transfer Order, Transferor has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. Subject to entry of the Transfer Order, this Agreement and all documents to be delivered by Transferor to Transferee at Closing (i) (A) have been duly authorized, executed, and delivered by Transferor, (B) are or will be legal, valid and binding obligations of Transferor, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy and (ii) do not and will not at Closing constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which Transferor is a party.

(b) Title. Transferor owns good, marketable title to the Transferred Animals and, subject to the entry of the Transfer Order, at the Closing shall deliver the Transferred Animals free

and clear of all liens, encumbrances, judgments, complaints, claims, restrictions, and other title matters of any kind and nature.

ARTICLE VI

TRANSFeree’S REPRESENTATIONS AND WARRANTIES

6.1 Transferee represents and warrants to Transferor as follows:

(a) Authorizations. Transferee has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. This Agreement has been and all the documents to be delivered by Transferee at Closing will be, duly authorized, executed, and delivered by Transferee, are or will be legal, valid, and binding obligations of Transferee, are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency and bankruptcy.

(b) No Conflict with Other Instruments or Agreements. The consummation by Transferee of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Transferee or any contract to which Transferee is a party or by which Transferee or any of Transferee’s property may be bound and that would be material to such Transferee’s performance of this Agreement.

(c) Funding. Transferee has sufficient liquid assets available to Transferee to pay the Transfer Costs on the Closing Date.

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the purchase, transport, possession, and care of the Transferred Animals.

(e) Permits. Transferee has obtained, and will maintain, all necessary licenses, permits, approvals, and authorizations required for the lawful acquisition, ownership, and care of the Transferred Animals.

(f) Humane Treatment. Transferee agrees that Transferee shall, at all times, provide the Transferred Animals with humane care and living conditions, and that Transferee is financially and otherwise able to provide such care and living conditions. Transferee shall not, nor shall Transferee permit others to, cause mental or physical harm to the Transferred Animals or treat the Transferred Animals in an inhumane or cruel manner.

ARTICLE VII

GENERAL PROVISIONS

7.1 Notices.

Any notice, consent, approval or other communication required or permitted to be given under this Agreement or required by law shall be in writing and shall be deemed to have been

given (a) immediately upon hand delivery, or (b) one (1) Business Day after being deposited with a reliable nationally recognized overnight courier service, or (c) immediately upon receipt by email:

If to Transferor: c/o Riveron Management Services, LLC
600 Brickell Avenue, Suite 2550
Miami, FL 33131
Attention: Robert Wagstaff, Chief
Restructuring Officer
Email: Robert.Wagstaff@riveron.com

with a copy (that will not constitute notice) to: Young Conaway Stargatt & Taylor, LLP
1000 N. King Street
Wilmington, DE 19801
Attn: Sean T. Greecher, Esq.
Craig D. Gear, Esq.
Email: sgreecher@ycst.com
cgear@ycst.com

If to Transferee: Daniel Castillo
1228 NW 32nd PL
Miami, FL 33125
Y2net221@gmail.com

The Parties agree that any notices relating to this Agreement may be delivered on behalf of the Parties by their respective counsel set forth above and, if so given, shall be as effective as if given by such Parties. Notice may be given by counsel on behalf of either Party.

7.2 Definitions.

For purposes of this Agreement:

(a) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.

(b) “Closing” has the meaning given to such term in Section 2.2 of this Agreement.

(c) “Closing Date” has the meaning give to such term in Section 2.2 of this Agreement.

(d) “Confidential Information” means any non-public information acquired by the Parties in connection with this Agreement and the Transferred Animals, including, without limitation, technical or non-technical information relating to testing, veterinary methods or results, details or specifications, animal records, business records, reports or arrangements, employee training or methods, and any other information, not generally known or easily accessible, that may

be received or made known by one or more Party to this Agreement whether or not marked as “confidential”.

(e) “FWC” has the meaning given to such term in Section 2.9 of this Agreement.

(f) “Governmental Authority” means any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any United States or foreign federal, state, or local government, including any governmental authority, agency, branch, department, board, commission, or instrumentality of such government or any political subdivision thereof, and any tribunal, court, or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

(g) “Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard, or other requirement enacted, promulgated, issued, entered, or enforced by a Governmental Authority.

(h) “Person” mean any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, bank, trust company, business or statutory trust, or other juridical organization and Governmental Authorities, whether or not legal entities.

(i) “Transferee Conditions” has the meaning given to such term in Section 2.7 of this Agreement.

(j) “Transferee Facility” has the meaning given to such term in Section 3.1 of this Agreement.

(k) “Transferee’s Closing Deliverables” has the meaning given to such term in Section 2.6 of this Agreement.

(l) “Transfer Order” has the meaning given to such term in Section 4.1 of this Agreement.

(m) “Transferor Conditions” has the meaning given to such term in Section 2.9 of this Agreement.

(n) “Transfer” means the point in time at which the Transferred Animals are loaded into the transport vehicle(s) for transport to the Transferee Facility.

7.3 Binding Effect of the Agreement.

This Agreement shall be binding on, and shall inure to the benefit of the Parties and the Parties’ respective successors and assigns. Neither Party may assign such Party’s rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

7.4 Entire Agreement; Modification.

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the documents referred to in the Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

7.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to applicable principles of conflicts of law.

7.6 Rules of Construction.

The Parties hereto agree that they have been represented by counsel during the negotiation, preparation, and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

7.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature page, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

7.8 Confidentiality.

Except insofar as its disclosure is mandated by law and/or the consent of any affected Party is obtained, the Parties shall maintain this Agreement and its terms and the Confidential Information in confidence and shall treat all Confidential Information in accordance with any non-disclosure or confidentiality agreement in effect among the Parties.

7.9 Further Assurances.

Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

By: 
Name: Daniel Castillo

Transferor:

MS Leisure Company

By: 
Name: Robert Wagstaff
Title: Chief Restructuring Officer

Schedule 1.1**Transferred Animals**

Quantity	Scientific Name	Breed
No more than 17	<i>Chiloscyllium plagiosum</i>	White spotted bamboo shark
No more than 1	<i>Chiloscyllium punctatum</i>	Brownbanded bamboo shark
No more than 4	<i>Chaetodon capistratus</i>	Foureyeye butterflyfish

Exhibit A

Bill of Sale

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is made and entered into as of December __, 2025, by and among MS Leisure Company, a Florida corporation (the “Transferor”), in favor of Daniel Castillo (the “Transferee” and together with Transferor, the “Parties”). Capitalized terms used and not otherwise defined herein have the meaning given to such terms in that certain Animal Transfer Agreement, dated as of December 1, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Transferor has agreed to donate, transfer, assign, convey, and deliver to Transferee the Transferred Animals and Transferee has agreed to accept the Transferred Animals; and

WHEREAS, this Bill of Sale is to evidence and effect the transfer of the Transferred Animals by Transferor to Transferee in accordance with the terms of the Animal Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Animal Transfer Agreement, the Parties hereby agree as follows:

1. Transfer of Transferred Animals. On the terms and subject to the conditions set forth in the Animal Transfer Agreement, Transferor hereby donates, conveys, transfers, assigns, and delivers to Transferee, all of Transferor’s right, title, and interest in and to the Transferred Animals in accordance with the terms of the Animal Transfer Agreement.

2. Further Assurances. Transferor will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Transferee for the purpose of giving effect to the transfer of the Transferred Animals as contemplated by the Animal Transfer Agreement.

3. Binding on Successors; No Third-Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Bill of Sale is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Bill of Sale is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

5. Counterparts. This Bill of Sale may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, an image of which shall have been transmitted electronically, will

constitute an original signature for all purposes. The delivery of copies of this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, including executed signature page, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferor:

MS Leisure Company

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

By: 

Name: Daniel Castillo

EXHIBIT A-7**Museum of Discovery and Sciences Asset Transfer Summary¹****i. Description and Location of the Miscellaneous Assets to be Sold**

Quantity	Scientific Name	Breed
No more than 1	<i>Lachnolaimus maximus</i>	Hogfish
No more than 6	<i>Lutjanus analis</i>	Mutton snapper
No more than 6	<i>Lutjanus griseus</i>	Mangrove snapper
No more than 6	<i>Trachinotus falcatus</i>	Permit
No more than 20	<i>Abudefduf saxatilis</i>	Sergeant major
No more than 1	<i>Lytechinus variegatus</i>	Variegated sea urchin
No more than 4	<i>Ocyurus chrysurus</i>	Yellowtail snapper

The Debtors are proposing to transfer possession and ownership of the animals listed above (the “**Transferred Animals**”) to Museum of Discovery and Science, Inc. (“**Museum of Discovery and Science**”) pursuant to an animal transfer agreement, attached hereto as **Schedule 1** (the “**ATA**”). Museum of Discovery and Science is a private organization that specializes in developing and operating aquariums and zoological facilities. The Transferred Animals are currently located at the Debtors’ Miami Seaquarium facility. Pursuant to the *Order (I) Approving Assumption and Assignment of the Miami Seaquarium Lease Free and Clear of Liens and Other Encumbrances, and (II) Granting Related Relief* [Docket No. 607], the Debtors have ceased their operations at the Miami Seaquarium and are currently implementing a transaction to assume and assign the Debtors’ leasehold interests with respect to such facility. Pursuant to the ATA, Museum of Discovery and Science will be responsible for and shall transport the Transferred Animals to Museum of Discovery and Science’s facility upon approval of the proposed transfer.

ii. Summary of the Material Terms of the Proposed Miscellaneous Asset Sale

Museum of Discovery and Science’s mission is to connect people to science through early childhood education, environmental sustainability efforts, health and wellness, and physical science explorations and innovations. Museum of Discovery and Science is committed to providing premiere care for marine and terrestrial animals in their care in the pursuit of their mission. In accordance with the ATA, Museum of Discovery and Science has represented and warranted, among other things, that it (i) is in material compliance with all applicable laws relating to the care of the Transferred Animals, (ii) has obtained and will maintain all necessary licenses,

¹ Capitalized terms used but not defined herein shall have the meaning given such terms in the *Declaration of Steven Robert Strom in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 10], or the ATA, as applicable.

permits, and approvals required for the acquisition, ownership, and care of the Transferred Animals, and (iii) will provide the Transferred Animals with humane care and living conditions.

As noted above, Museum of Discovery and Science is solely responsible for (i) arranging for the transfer of the Transferred Animals from the Debtors' facility to Museum of Discovery and Science's facility, (ii) effectuating the transfer of the Transferred Animals from the Debtors' facility to Museum of Discovery and Science's facility, (iii) paying any and all costs and expenses related to the transfer of the Transferred Animals from the Debtors' facility to Museum of Discovery and Science's facility.

Museum of Discovery and Science will indemnify and hold harmless the Debtors for any and all claims and causes of action that may be brought in the future related to the Transferred Animals.

iii. The Identity of Any Non-Debtor Party to the Proposed Miscellaneous Asset Sale

Museum of Discovery and Science is not an "affiliate" or "insider" of the Debtors as those terms are defined under section 101 of title 11 of the United States Code, 11 U.S.C §§ 101–1532.

The ATA has been negotiated at arm's-length and in consultation with the Debtors' advisors, counsel for the Official Committee of Unsecured Creditors, and counsel for the Debtors' DIP Lenders.

iv. The Identity of Parties, if Any, Holding Liens, Claims, Encumbrances or Other Interests in the Miscellaneous Assets

To the extent that the Debtors' DIP Lenders have valid, liens, claims, encumbrances, or other interests with respect to the Transferred Animals, such lenders do not object to the transfer of the Transferred Animals pursuant to the terms of the ATA and the proposed sale order.

Schedule 1 to Exhibit A-7

Museum of Discovery and Science ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 1st day of December, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Museum of Discovery and Science, Inc., a Florida not-for-profit corporation (“Transferee”). Transferor and Transferee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 31, 2025, Transferor and certain of Transferor’s affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) under lead Case No. 25-10606 (LSS) (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”); and

WHEREAS, Transferor desires to donate and Transferee desires to receive the Transferred Animals (as hereinafter defined) subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363, and other applicable provisions of the Bankruptcy Code, and Rules 4001, 6004, and other applicable provisions of the Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

ACQUISITION AND TRANSFER

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing, Transferor shall convey, donate, transfer, assign, and deliver to Transferee, and Transferee shall acquire from Transferor, all of Transferor’s rights, title, and interest in or to all of the animals set forth on Schedule 1.1 to this Agreement (the “Transferred Animals”). At the Closing, title to the Transferred Animals will be delivered to Transferee free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance (collectively, “Encumbrances”).

ARTICLE II

TRANSFER COSTS AND CLOSING

2.1 Transfer Costs.

As consideration for Transferee's agreement to acquire the Transferred Animals from Transferor, Transferee shall be solely responsible for, and shall timely pay, all costs and expenses related to the transfer, transportation, handling, and delivery of the Transferred Animals from Transferor to Transferee (the "Transfer Costs").

2.2 Time and Place of Closing.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place remotely by exchange of documents and signatures, at a date and time to be agreed upon by the Parties after the satisfaction or waiver of all the conditions set forth in Section 2.7 and Section 2.9 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions), other than conditions that, by their nature, will be satisfied at the Closing, but in any event not later than fourteen (14) days after entry of the Transfer Order. The date on which the Closing is to occur is herein referred to as the "Closing Date." Transferee and Transferor agree that delivery of the Transferred Animals and the Transfer shall be deemed to occur at the Transferor's Facility (as hereinafter defined) as of the Closing.

2.3 Sales and Other Taxes.

Any purchase, transfer, or similar taxes that may be payable by reason of the transfer of the Transferred Animals under this Agreement or the transactions contemplated herein, as and if applicable, shall be borne and timely paid by Transferee.

2.4 "As Is" "Where Is" Transaction.

TRANSFEEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRANSFEROR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE TRANSFERRED ANIMALS. TRANSFEEE WILL ACCEPT, AND IS ACQUIRING THE TRANSFERRED ANIMALS UPON THE TRANSFER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND SUBJECT TO ANY CONDITIONS THAT MAY EXIST ON THE CLOSING DATE. TRANSFEROR HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE TRANSFERRED ANIMALS. TRANSFEEE ACKNOWLEDGES THAT TRANSFEEE IS RELYING SOLELY UPON TRANSFEEE'S OWN INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE TRANSFERRED ANIMALS AND IS ACCEPTING ASSIGNMENT OF THE TRANSFERRED ANIMALS WITHOUT ANY STANDARD REPRESENTATIONS, WARRANTIES, OR COVENANTS, IF ANY, CUSTOMARILY PROVIDED TO THE PURCHASER OF MARINE ANIMALS, WITH

NO RIGHTS OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST TRANSFEROR ON ANY BASIS WHATSOEVER. ACCORDINGLY, TRANSFEREE HEREBY EXPRESSLY ACKNOWLEDGES THAT TRANSFEREE (OR TRANSFEREE'S REPRESENTATIVE(S)) HAS COMPLETED TRANSFEREE'S DUE DILIGENCE INVESTIGATION OF THE TRANSFERRED ANIMALS AND WILL ACQUIRE THE TRANSFERRED ANIMALS ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferor's Deliverables.

At the Closing, Transferor shall deliver to Transferee a Bill of Sale, substantially in the form attached hereto as Exhibit A (the "Bill of Sale") duly executed by Transferor.

2.6 Transferee's Deliverables.

At the Closing, Transferee shall deliver to Transferor the Bill of Sale duly executed by Transferee (the "Transferee's Closing Deliverables")

2.7 Transferee Conditions to Closing.

The obligation of Transferee to accept the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferee Conditions"), any of which may be waived in whole or in part by Transferee on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferor shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferor at or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have received Bill of Sale duly executed by Transferor.

2.8 Transferee's Rights if Transferee Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferee Conditions have not been satisfied, Transferee shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

2.9 Transferor Conditions.

The obligation of Transferor to donate the Transferred Animals in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferor Conditions"), any of which may be waived in whole or in part by Transferor on or prior to Closing:

- (a) With respect to the Transferred Animals, Transferee shall have materially performed and complied with all agreements, covenants, and conditions required

by this Agreement to be performed and complied with by Transferee on or prior to the Closing.

- (b) The Bankruptcy Court shall have entered the Transfer Order and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have delivered to Transferor Transferee's Closing Deliverables.

2.10 Transferor's Rights if Transferor Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferor Conditions have not been satisfied, Transferor shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

3.1 Transfer of Transferred Animals. Transferee shall cause the Transferred Animals to be transferred from Transferor's animal facility located at 4400 Rickenbacker Causeway, Miami, FL 33149 (the "Transferor's Facility") and transferred to Transferee's own facility (the "Transferee Facility") at a mutually agreeable date and time to be determined by the Parties, but in any event within five (5) Business Days from the Closing Date. Transferee shall be solely responsible for (i) arranging for the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, (ii) effectuating the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, (iii) paying any and all costs and expenses related to the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, and (iv) complying with all laws and regulations governing the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility. Transferee shall provide, at Transferee's own expense and risk, all equipment, medical, and other supplies and personnel required for the loading, unloading, and transport of the Transferred Animals to the Transferee Facility.

3.2 Transaction Expenses.

Each Party to this Agreement agrees to be responsible for such Party's own costs for any legal, accounting, and other services, if any, attendant to the transactions contemplated by this Agreement; provided, however, that, as set forth in Section 2.1, all costs or fees associated with the transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, including transportation, handling, cleaning, and any other expenses necessary to complete the removal and transfer of the Transferred Animals from the Transferor's Facility to the Transferee Facility, shall be borne solely by Transferee.

3.3 Damage and Indemnification.

Transferee shall be liable for and assumes any and all risk, including risk of loss, regarding the Transferred Animals immediately upon the transfer of title of the Transferred Animals. Transferee shall reimburse Transferor for and shall indemnify, defend, and hold Transferor harmless from and against any and all losses or damages sustained by, liability imposed on, and claims or causes of action asserted against Transferor arising in whole or in part out of or by reason of the transfer, removal, and transportation of the Transferred Animals from the Transferor's

Facility to the Transferee Facility and any and all claims that may be asserted against Transferor related to the Transferred Animals as of and following the Transfer of the Transferred Animals.

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Transfer Order.

Subject to the availability of the Bankruptcy Court, Transferor will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Parties (the “Transfer Order”) that (i) approves the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferor to proceed with the sale of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is entitled to the protections of §363(m) of the Bankruptcy Code, and (iii) states that the sale of the Transferred Animals to Transferee shall be free and clear of all Encumbrances. Transferor shall use commercially reasonable efforts to obtain entry of the Transfer Order by December 15, 2025, and Transferee shall support entry of the Transfer Order by the Bankruptcy Court. Both Transferee’s and Transferor’s obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court’s entry of the Transfer Order.

ARTICLE V

TRANSFEROR’S REPRESENTATIONS AND WARRANTIES

5.1 Transferor represents and warrants to Transferee that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Transfer Order, Transferor has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. Subject to entry of the Transfer Order, this Agreement and all documents to be delivered by Transferor to Transferee at Closing (i) (A) have been duly authorized, executed, and delivered by Transferor, (B) are or will be legal, valid and binding obligations of Transferor, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy and (ii) do not and will not at Closing constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which Transferor is a party.

(b) Title. Transferor owns good, marketable title to the Transferred Animals and, subject to the entry of the Transfer Order, at the Closing shall deliver the Transferred Animals free and clear of all liens, encumbrances, judgments, complaints, claims, restrictions, and other title matters of any kind and nature.

ARTICLE VI

TRANSFEEE'S REPRESENTATIONS AND WARRANTIES

6.1 Transferee represents and warrants to Transferor as follows:

(a) Authorizations. Transferee has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. This Agreement has been and all the documents to be delivered by Transferee at Closing will be, duly authorized, executed, and delivered by Transferee, are or will be legal, valid, and binding obligations of Transferee, are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency and bankruptcy.

(b) No Conflict with Other Instruments or Agreements. The consummation by Transferee of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Transferee or any contract to which Transferee is a party or by which Transferee or any of Transferee's property may be bound and that would be material to such Transferee's performance of this Agreement.

(c) Funding. Transferee has sufficient liquid assets available to Transferee to pay the Transfer Costs on the Closing Date.

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the purchase, transport, possession, and care of the Transferred Animals.

(e) Permits. Transferee has obtained, and will maintain, all necessary licenses, permits, approvals, and authorizations required for the lawful acquisition, ownership, and care of the Transferred Animals.

(f) Humane Treatment. Transferee agrees that Transferee shall, at all times, provide the Transferred Animals with humane care and living conditions, and that Transferee is financially and otherwise able to provide such care and living conditions. Transferee shall not, nor shall Transferee permit others to, cause mental or physical harm to the Transferred Animals or treat the Transferred Animals in an inhumane or cruel manner.

ARTICLE VII

GENERAL PROVISIONS

7.1 Notices.

Any notice, consent, approval or other communication required or permitted to be given under this Agreement or required by law shall be in writing and shall be deemed to have been given (a) immediately upon hand delivery, or (b) one (1) Business Day after being deposited with a reliable nationally recognized overnight courier service, or (c) immediately upon receipt by email:

If to Transferor: c/o Riveron Management Services, LLC
600 Brickell Avenue, Suite 2550
Miami, FL 33131
Attention: Robert Wagstaff, Chief
Restructuring Officer
Email: Robert.Wagstaff@riveron.com

with a copy (that will not constitute notice) to: Young Conaway Stargatt & Taylor, LLP
1000 N. King Street
Wilmington, DE 19801
Attn: Sean T. Greecher, Esq.
Craig D. Gear, Esq.
Email: sgreecher@ycst.com
cgear@ycst.com

If to Transferee: Museum of Discovery and Science, Inc.
401 SW 2nd St.
Fort Lauderdale, FL, 33312
Attn: Meredith Feder
Email: Meredith.feder@mods.org

The Parties agree that any notices relating to this Agreement may be delivered on behalf of the Parties by their respective counsel set forth above and, if so given, shall be as effective as if given by such Parties. Notice may be given by counsel on behalf of either Party.

7.2 Definitions.

For purposes of this Agreement:

(a) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.

(b) “Closing” has the meaning given to such term in Section 2.2 of this Agreement.

(c) “Closing Date” has the meaning give to such term in Section 2.2 of this Agreement.

(d) “Confidential Information” means any non-public information acquired by the Parties in connection with this Agreement and the Transferred Animals, including, without limitation, technical or non-technical information relating to testing, veterinary methods or results, details or specifications, animal records, business records, reports or arrangements, employee training or methods, and any other information, not generally known or easily accessible, that may be received or made known by one or more Party to this Agreement whether or not marked as “confidential”.

(e) “Governmental Authority” means any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any United States or foreign federal, state, or local government, including any governmental authority, agency, branch,

department, board, commission, or instrumentality of such government or any political subdivision thereof, and any tribunal, court, or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

(f) “Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard, or other requirement enacted, promulgated, issued, entered, or enforced by a Governmental Authority.

(g) “Person” mean any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, bank, trust company, business or statutory trust, or other juridical organization and Governmental Authorities, whether or not legal entities.

(h) “Transferee Conditions” has the meaning given to such term in Section 2.7 of this Agreement.

(i) “Transferee Facility” has the meaning given to such term in Section 3.1 of this Agreement.

(j) “Transferee’s Closing Deliverables” has the meaning given to such term in Section 2.6 of this Agreement.

(k) “Transfer Order” has the meaning given to such term in Section 4.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.9 of this Agreement.

(m) “Transfer” means the point in time at which the Transferred Animals are loaded into the transport vehicle(s) for transport to the Transferee Facility.

7.3 Binding Effect of the Agreement.

This Agreement shall be binding on, and shall inure to the benefit of the Parties and the Parties’ respective successors and assigns. Neither Party may assign such Party’s rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

7.4 Entire Agreement; Modification.

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the documents referred to in the Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

7.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to applicable principles of conflicts of law.

7.6 Rules of Construction.

The Parties hereto agree that they have been represented by counsel during the negotiation, preparation, and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

7.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature page, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

7.8 Confidentiality.

Except insofar as its disclosure is mandated by law and/or the consent of any affected Party is obtained, the Parties shall maintain this Agreement and its terms and the Confidential Information in confidence and shall treat all Confidential Information in accordance with any non-disclosure or confidentiality agreement in effect among the Parties.

7.9 Further Assurances.

Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

Museum of Discovery and Science, Inc.

By: _____

Name: Meredith Feder

Title: Deputy Director

Transferor:

MS Leisure Company

By: _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

Museum of Discovery and Science, Inc.

By: _____

Name: Meredith Feder

Title: Deputy Director

Transferor:

MS Leisure Company

By: Robert Wagstaff _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Schedule 1.1**Transferred Animals**

Quantity	Scientific Name	Breed
No more than 1	<i>Lachnolaimus maximus</i>	Hogfish
No more than 6	<i>Lutjanus analis</i>	Mutton snapper
No more than 6	<i>Lutjanus griseus</i>	Mangrove snapper
No more than 6	<i>Trachinotus falcatus</i>	Permit
No more than 20	<i>Abudefduf saxatilis</i>	Sergeant major
No more than 1	<i>Lytechinus variegatus</i>	Variegated sea urchin
No more than 4	<i>Ocyurus chrysurus</i>	Yellowtail snapper

Exhibit A

Bill of Sale

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is made and entered into as of [●], 2025, by and among MS Leisure Company, a Florida corporation (the “Transferor”), in favor of Museum of Discovery and Science, Inc, a Florida not for profit corporation (the “Transferee” and together with Transferor, the “Parties”). Capitalized terms used and not otherwise defined herein have the meaning given to such terms in that certain Animal Transfer Agreement, dated as of December 1, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Transferor has agreed to donate, transfer, assign, convey, and deliver to Transferee the Transferred Animals and Transferee has agreed to accept the Transferred Animals; and

WHEREAS, this Bill of Sale is to evidence and effect the transfer of the Transferred Animals by Transferor to Transferee in accordance with the terms of the Animal Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Animal Transfer Agreement, the Parties hereby agree as follows:

1. Transfer of Transferred Animals. On the terms and subject to the conditions set forth in the Animal Transfer Agreement, Transferor hereby donates, conveys, transfers, assigns, and delivers to Transferee, all of Transferor’s right, title, and interest in and to the Transferred Animals in accordance with the terms of the Animal Transfer Agreement.

2. Further Assurances. Transferor will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Transferee for the purpose of giving effect to the transfer of the Transferred Animals as contemplated by the Animal Transfer Agreement.

3. Binding on Successors; No Third-Party Beneficiaries. This Bill of Sale shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Bill of Sale is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Bill of Sale is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

5. Counterparts. This Bill of Sale may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Bill of Sale or other documents to be delivered pursuant

to this Bill of Sale, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Bill of Sale or other documents to be delivered pursuant to this Bill of Sale, including executed signature page, by electronic transmission will constitute effective delivery of this Bill of Sale or such other document for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferor:

MS Leisure Company

Robert Wagstaff

By: _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

Museum of Discovery and Science, Inc.

By: _____

Name: Meredith Feder

Title: Deputy Director

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferor:

MS Leisure Company

By: _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

Museum of Discovery and Science, Inc.

By: _____

Name: Meredith Feder

Title: Deputy Director

EXHIBIT A-8**Shedd Aquarium Society Asset Transfer Summary¹****i. Description and Location of the Miscellaneous Assets to be Sold**

Name	NOAA #	Age/Birthdate	Color	Sex	Breed
Makoa	NOA0010255	10 years; 01/07/2015	Grey	Male	Pacific White-Sided Dolphin (<i>Aethalodelphis obliquidens</i>)

The Debtors are proposing to transfer possession and ownership of the animals listed above (the “**Transferred Animals**”) to Shedd Aquarium Society d/b/a John G. Shedd Aquarium (“**Shedd Aquarium Society**”) pursuant to an animal transfer agreement, attached hereto as **Schedule 1** (the “**ATA**”). Shedd Aquarium Society is a private organization that operates an aquarium located as 1200 S. DuSable Lake Shore Drive, Chicago, IL 60605, where the Transferred Animals are currently located. Pursuant to the *Order (I) Approving Assumption and Assignment of the Miami Seaquarium Lease Free and Clear of Liens and Other Encumbrances, and (II) Granting Related Relief* [Docket No. 607], the Debtors have ceased their operations at the Miami Seaquarium and are currently implementing a transaction to assume and assign the Debtors’ leasehold interests with respect to such facility. Pursuant to the ATA, Shedd Aquarium Society will be responsible for and shall transport the Transferred Animals to Shedd Aquarium Society’s facility upon approval of the proposed transfer.

ii. Summary of the Material Terms of the Proposed Miscellaneous Asset Sale

Shedd Aquarium Society is a world-class animal care, conservation and education organization. Shedd Aquarium Society invites people to come eye-to-eye with aquatic life and inspires them to take action for our blue planet. In accordance with the ATA, Shedd Aquarium Society has represented and warranted, among other things, that it (i) is in material compliance with all applicable laws relating to the care of the Transferred Animals, (ii) has obtained and will maintain all necessary licenses, permits, and approvals required for the acquisition, ownership, and care of the Transferred Animals, and (iii) will provide the Transferred Animals with humane care and living conditions.

As noted above, Shedd Aquarium Society is solely responsible for (i) arranging for the removal and transfer of the Transferred Animals from the Debtors’ facility to Shedd Aquarium Society’s facility, (ii) effectuating the removal and transfer of the Transferred Animals from the Debtors’ facility to Shedd Aquarium Society’s facility, (iii) paying any and all costs and expenses related to the removal and transfer of the Transferred Animals from the Debtors’ facility to Shedd Aquarium Society’s facility.

¹ Capitalized terms used but not defined herein shall have the meaning given such terms in the *Declaration of Steven Robert Strom in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 10], or the ATA, as applicable.

Shedd Aquarium Society will indemnify and hold harmless the Debtors for any and all claims and causes of action that may be brought in the future related to the Transferred Animals.

iii. The Identity of Any Non-Debtor Party to the Proposed Miscellaneous Asset Sale

Shedd Aquarium Society is not an “affiliate” or “insider” of the Debtors as those terms are defined under section 101 of title 11 of the United States Code, 11 U.S.C §§ 101–1532.

The ATA has been negotiated at arm’s-length, with the benefit of competent counsel, and in consultation with the Debtors’ advisors, counsel for the Official Committee of Unsecured Creditors, and counsel for the Debtors’ DIP Lenders.

iv. The Identity of Parties, if Any, Holding Liens, Claims, Encumbrances or Other Interests in the Miscellaneous Assets

To the extent that the Debtors’ DIP Lenders have valid, liens, claims, encumbrances, or other interests with respect to the Transferred Animals, such lenders do not object to the transfer of the Transferred Animals pursuant to the terms of the ATA and the proposed sale order.

Schedule 1 to Exhibit A-8

Shedd Aquarium Society ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 1st day of December, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Shedd Aquarium Society d/b/a John G. Shedd Aquarium, an Illinois not-for-profit corporation (“Transferee”). Transferor and Transferee are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, on March 31, 2025, Transferor and certain of Transferor’s affiliated debtors (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) under lead Case No. 25-10606 (LSS) (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, Transferor desires to transfer and Transferee desires to acquire the Transferred Animal(s) (as hereinafter defined) subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363, 365, and other applicable provisions of the Bankruptcy Code, and Rules 4001, 6004, 6006, and other applicable provisions of the Federal Rules of Bankruptcy Procedure.

WHEREAS, Transferee currently has possession of Mokoia (NOA0010255), a 10-year-old male pacific white-sided dolphin, pursuant to an existing animal loan agreement among the Parties; and

WHEREAS, the Parties intend for Mokoia to remain in Transferee’s possession.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

ACQUISITION AND TRANSFER

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing, Transferor shall convey, donate, transfer, assign, and deliver to Transferee, and Transferee shall acquire from Transferor, all of Transferor’s rights, title, and interest in or to all of the animal(s) set forth on Schedule 1.1 to this Agreement (the “Transferred Animal(s)”). At the Closing, title to the Transferred Animal(s) will be delivered to Transferee free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance (collectively, “Encumbrances”).

ARTICLE II

TRANSFER COSTS AND CLOSING

2.1 Acquisition Costs. Transferee shall acquire the Transferred Animal from the Transferor for the sum of zero dollars (\$0.00).

2.2 Time and Place of Closing.

Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place remotely by exchange of documents and signatures, at a date and time to be agreed upon by the Parties after the satisfaction or waiver of all the conditions set forth in Section 2.7 and Section 2.9 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions), other than conditions that, by their nature, will be satisfied at the Closing, but in any event not later than fourteen (14) days after entry of the Transfer Order (as hereinafter defined). The date on which the Closing is to occur is herein referred to as the “Closing Date.” Transferee and Transferor agree that delivery of the Transferred Animal(s) shall be deemed to occur as of the Closing.

2.3 Sales and Other Taxes.

Any purchase, transfer, or similar taxes that may be payable by reason of the transfer of the Transferred Animal(s) under this Agreement or the transactions contemplated herein, as and if applicable, shall be borne and timely paid by Transferee.

2.4 “As Is” “Where Is” Transaction.

TRANSFEEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRANSFEROR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE TRANSFERRED ANIMAL(S). TRANSFEEE WILL ACCEPT, AND IS ACQUIRING THE TRANSFERRED ANIMAL(S) “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS,” AND SUBJECT TO ANY CONDITIONS THAT MAY EXIST ON THE CLOSING DATE. TRANSFEROR HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE TRANSFERRED ANIMAL(S). TRANSFEEE ACKNOWLEDGES THAT TRANSFEEE IS RELYING SOLELY UPON TRANSFEEE’S OWN INSPECTIONS, EXAMINATIONS, AND EVALUATIONS OF THE TRANSFERRED ANIMAL(S) AND IS ACCEPTING ASSIGNMENT OF THE TRANSFERRED ANIMAL(S) WITHOUT ANY STANDARD REPRESENTATIONS, WARRANTIES, OR COVENANTS, IF ANY, CUSTOMARILY PROVIDED TO THE RECEIVER OF MARINE MAMMALS, WITH NO RIGHTS OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST TRANSFEROR ON ANY BASIS WHATSOEVER. ACCORDINGLY, TRANSFEEE HEREBY EXPRESSLY ACKNOWLEDGES THAT TRANSFEEE (OR TRANSFEEE’S REPRESENTATIVE(S)) HAS COMPLETED TRANSFEEE’S DUE DILIGENCE INVESTIGATION OF THE

TRANSFERRED ANIMAL(S) AND WILL ACQUIRE THE TRANSFERRED ANIMAL(S) ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferor's Deliverables.

At the Closing, Transferor shall deliver to Transferee a Bill of Transfer, substantially in the form attached hereto as Exhibit A (the "Bill of Transfer"), duly executed by Transferor.

2.6 Transferee's Deliverables.

At the Closing, Transferee shall deliver to Transferor the Bill of Transfer duly executed by Transferee (the "Transferee's Closing Deliverables").

2.7 Transferee Conditions to Closing.

The obligation of Transferee to accept title of the Transferred Animal(s) in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferee Conditions"), any of which may be waived in whole or in part by Transferee on or prior to Closing:

- (a) With respect to the Transferred Animal(s), Transferor shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferor at or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order, and such Order shall not have been reversed, modified, amended, or stayed.
- (c) Transferee shall have received Bill of Transfer duly executed by Transferor.

2.8 Transferee's Rights if Transferee Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferee Conditions have not been satisfied, Transferee shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

2.9 Transferor Conditions.

The obligation of Transferor to donate the Transferred Animal(s) in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "Transferor Conditions"), any of which may be waived in whole or in part by Transferor on or prior to Closing:

- (a) With respect to the Transferred Animal(s), Transferee shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Transferee on or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Transfer Order, and such Order shall

not have been reversed, modified, amended, or stayed.

(c) Transferee shall have delivered to Transferor Transferee's Closing Deliverables.

2.10 Transferor's Rights if Transferor Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Transferor Conditions have not been satisfied, Transferor shall elect to either: (i) waive such of those conditions as are unsatisfied and close; or (ii) terminate this Agreement, at which time neither Party shall have any further obligation to the other, except for those obligations that specifically survive the termination of this Agreement.

3.1 Transaction Expenses.

Each Party to this Agreement agrees to be responsible for such Party's own costs for any legal, accounting, and other services, if any, attendant to the transactions contemplated by this Agreement.

3.2 Damage and Indemnification.

Transferee shall be liable for and assumes any and all risk, including risk of loss, regarding the Transferred Animal(s) immediately upon the transfer of title of the Transferred Animal(s). Transferee shall reimburse Transferor for and shall indemnify, defend, and hold Transferor harmless from and against any and all claims that may be asserted against Transferor related to the Transferred Animal(s) as of and following the transfer of title of the Transferred Animal(s), to the extent such claims relate to Transferee's negligence or intentional misconduct.

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Transfer Order.

Subject to the availability of the Bankruptcy Court, Transferor will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Parties (the "Transfer Order") that (i) approves the transfer of the Transferred Animal(s) to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferor to proceed with the transfer of the Transferred Animal(s) to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is entitled to the protections of §363(m) of the Bankruptcy Code, and (iii) states that the transfer of the Transferred Animal(s) to Transferee shall be free and clear of all Encumbrances. Transferor shall use commercially reasonable efforts to obtain entry of the Transfer Order by December 15, 2025, and Transferee shall support entry of the Transfer Order by the Bankruptcy Court. Both Transferee's and Transferor's obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court's entry of the Transfer Order.

ARTICLE V

TRANSFEROR'S REPRESENTATIONS AND WARRANTIES

5.1 Transferor represents and warrants to Transferee that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Transfer Order, Transferor has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. Subject to entry of the Transfer Order, this Agreement and all documents to be delivered by Transferor to Transferee at Closing (i) (A) have been duly authorized, executed, and delivered by Transferor, (B) are or will be legal, valid and binding obligations of Transferor, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy and (ii) do not and will not at Closing constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which Transferor is a party.

(b) Title. Transferor owns good, marketable title to the Transferred Animal(s) and, subject to the entry of the Transfer Order, at the Closing shall deliver the Transferred Animal(s) free and clear of all liens, encumbrances, judgments, complaints, claims, restrictions, and other title matters of any kind and nature.

ARTICLE VI

TRANSFEEE'S REPRESENTATIONS AND WARRANTIES

6.1 Transferee represents and warrants to Transferor as follows:

(a) Authorizations. Transferee has full power and authority to enter into and perform this Agreement in accordance with the terms of this Agreement. This Agreement has been and all the documents to be delivered by Transferee at Closing will be, duly authorized, executed, and delivered by Transferee, are or will be legal, valid, and binding obligations of Transferee, are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency and bankruptcy.

(b) No Conflict with Other Instruments or Agreements. The consummation by Transferee of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Transferee or any contract to which Transferee is a party or by which Transferee or any of Transferee's property may be bound and that would be material to such Transferee's performance of this Agreement.

(c) [Reserved].

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the purchase, transport, possession, and care of the Transferred Animal(s).

(e) Permits. Transferee has obtained, and will maintain, all necessary licenses, permits, approvals, and authorizations required for the lawful acquisition, ownership, and care of the Transferred Animal(s).

(f) Humane Treatment. Transferee agrees that Transferee shall, at all times, provide the Transferred Animal(s) with humane care and living conditions, and that Transferee is financially and otherwise able to provide such care and living conditions. Transferee shall not, nor shall Transferee permit others to, cause mental or physical harm to the Transferred Animal(s) or treat the Transferred Animal(s) in an inhumane or cruel manner.

ARTICLE VII

GENERAL PROVISIONS

7.1 Notices.

Any notice, consent, approval or other communication required or permitted to be given under this Agreement or required by law shall be in writing and shall be deemed to have been given (a) immediately upon hand delivery, or (b) one (1) Business Day after being deposited with a reliable nationally recognized overnight courier service, or (c) immediately upon receipt by email:

If to Transferor:	c/o Riveron Management Services, LLC 600 Brickell Avenue, Suite 2550 Miami, FL 33131 Attention: Robert Wagstaff, Chief Restructuring Officer Email: Robert.Wagstaff@riveron.com
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with a copy (that will not constitute notice) to:	Young Conaway Stargatt & Taylor, LLP 1000 N. King Street Wilmington, DE 19801 Attn: Sean T. Greecher, Esq. Craig D. Gear, Esq. Email: sgreecher@ycst.com cgear@ycst.com
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If to Transferee:	John G. Shedd Aquarium 1200 S. DuSable Lake Shore Drive Chicago, IL 60605 Attn: General Counsel Email: ccasey@shedd Aquarium.org
-------------------	--

with a copy (that will not constitute notice) to:	John G. Shedd Aquarium 1200 S. DuSable Lake Shore Drive Chicago, IL 60605 Attn: Andrew Pulver
---	--

Email: apulver@sheddaquarium.org

The Parties agree that any notices relating to this Agreement may be delivered on behalf of the Parties by their respective counsel set forth above and, if so given, shall be as effective as if given by such Parties. Notice may be given by counsel on behalf of either Party.

7.2 Definitions.

For purposes of this Agreement:

(a) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.

(b) “Transferee Conditions” has the meaning given to such term in Section 2.7 of this Agreement.

(c) “Transferee’s Closing Deliverables” has the meaning given to such term in Section 2.7 of this Agreement.

(d) “Closing” has the meaning given to such term in Section 2.2 of this Agreement.

(e) “Closing Date” has the meaning give to such term in Section 2.2 of this Agreement.

(f) “Confidential Information” means any non-public information acquired by the Parties in connection with this Agreement and the Transferred Animal(s), including, without limitation, technical or non-technical information relating to testing, veterinary methods or results, details or specifications, animal records, business records, reports or arrangements, employee training or methods, and any other information, not generally known or easily accessible, that may be received or made known by one or more Party to this Agreement whether or not marked as “confidential”.

(g) “Governmental Authority” means any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any United States or foreign federal, state, or local government, including any governmental authority, agency, branch, department, board, commission, or instrumentality of such government or any political subdivision thereof, and any tribunal, court, or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

(h) “Law” means any federal, state, or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard, or other requirement enacted, promulgated, issued, entered, or enforced by a Governmental Authority.

(i) “Person” mean any natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint

venture, association, company, trust, bank, trust company, business or statutory trust, or other juridical organization and Governmental Authorities, whether or not legal entities.

(j) “Transfer Order” has the meaning given to such term in Section 4.1 of this Agreement.

(k) “Transferor Conditions” has the meaning given to such term in Section 2.9 of this Agreement.

7.3 Binding Effect of the Agreement.

This Agreement shall be binding on and shall inure to the benefit of the Parties and the Parties’ respective successors and assigns. Neither Party may assign such Party’s rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

7.4 Entire Agreement; Modification.

This Agreement supersedes all prior agreements between the Parties with respect to its subject matter, and constitutes (along with the documents referred to in the Agreement) a complete and exclusive statement of the terms of the Agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

7.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to applicable principles of conflicts of law.

7.6 Rules of Construction.

The Parties hereto agree that they have been represented by counsel during the negotiation, preparation, and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

7.7 Counterparts.

This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this

Agreement, including executed signature page, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

7.8 Confidentiality.

Except insofar as its disclosure is mandated by law and/or the consent of any affected Party is obtained, the Parties shall maintain this Agreement and its terms and the Confidential Information in confidence and shall treat all Confidential Information in accordance with any non-disclosure or confidentiality agreement in effect among the Parties.

7.9 Further Assurances.

Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

Shedd Aquarium Society d/b/a John G. Shedd
Aquarium

A handwritten signature in black ink that reads "Gary Gordon". The signature is written in a cursive style. To the right of the signature, there is a small, light blue rectangular stamp with the text "SIGNED WITH ECHOLIO" and "VERIFIED 12/01/25 10:01 AM" below it.

By: _____

Name: Gary Gordon

Title: Chief Financial and Administrative
Officer

Transferor:

MS Leisure Company

By: _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the date first above written.

Transferee:

Shedd Aquarium Society d/b/a John G. Shedd
Aquarium

By: _____

Name: Gary Gordon

Title: Chief Financial and Administrative
Officer

Transferor:

MS Leisure Company

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Schedule 1.1(a)

Transferred Animal(s)

Name	NOAA #	Age/Birthdate	Color	Sex	Breed
Makoa	NOA0010255	10 years; 01/07/2015	Grey	Male	Pacific White-Sided Dolphin (<i>Aethalodelphis obliquidens</i>)

Exhibit A

Bill of Transfer

BILL OF TRANSFER

This BILL OF TRANSFER (this “Bill of Transfer”) is made and entered into as of [●], 2025, by and among MS Leisure Company, a Florida corporation (the “Transferor”), in favor of Shedd Aquarium Society d/b/a John G. Shedd Aquarium, an Illinois not-for-profit corporation (the “Transferee” and together with Transferor, the “**Parties**”). Capitalized terms used and not otherwise defined herein have the meaning given to such terms in that certain Animal Transfer Agreement, dated as of December 1, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Transferor has agreed to donate, transfer, assign, convey, and deliver to Transferee the Transferred Animal(s) and Transferee has agreed to accept the Transferred Animal(s); and

WHEREAS, this Bill of Transfer is to evidence and effect the transfer of the Transferred Animal(s) by Transferor to Transferee in accordance with the terms of the Animal Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions contained herein and in the Animal Transfer Agreement, the Parties hereby agree as follows:

1. Transfer of Transferred Animal(s). On the terms and subject to the conditions set forth in the Animal Transfer Agreement, Transferor hereby donates, conveys, transfers, assigns, and delivers to Transferee, all of Transferor’s right, title, and interest in and to the Transferred Animal(s) in accordance with the terms of the Animal Transfer Agreement.

2. Further Assurances. Transferor will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Transferee for the purpose of giving effect to the transfer of the Transferred Animal(s) as contemplated by the Animal Transfer Agreement.

3. Binding on Successors; No Third-Party Beneficiaries. This Bill of Transfer shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Bill of Transfer is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Bill of Transfer is governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

5. Counterparts. This Bill of Transfer may be executed in one or more counterparts, all of which when taken together constitute one and the same instruments. A manual signature or electronic signature (including, without limitation, by DocuSign or any other means of electronic signature) on this Bill of Transfer or other documents to be

delivered pursuant to this Bill of Transfer, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Bill of Transfer or other documents to be delivered pursuant to this Bill of Transfer, including executed signature page, by electronic transmission will constitute effective delivery of this Bill of Transfer or such other document for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

Transferor:

MS Leisure Company

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Transferee:

Shedd Aquarium Society d/b/a John G. Shedd Aquarium

By: _____

Name: Gary Gordon

Title: Chief Financial and Administrative Officer

EXHIBIT B

Proposed Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Jointly Administered)

Ref. Docket Nos. 298, 401 & ____

**ORDER (I) APPROVING THE TRANSFER OF CERTAIN ANIMALS, FREE AND
CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES ON THE TERMS
SET FORTH IN THE DEBTORS' SECOND NOTICE OF PROPOSED
MISCELLANEOUS ANIMAL ASSET TRANSFERS AND THE TRANSFER
AGREEMENTS SET FORTH THEREIN (II) AUTHORIZING THE DEBTORS TO
IMPLEMENT SUCH TRANSFERS, AND (III) GRANTING RELATED RELIEF**

Upon the *Debtors' Second Notice of Proposed Miscellaneous Animal Asset Transfers* [Docket No. [●]] (the “**Second Misc. Asset Transfer Notice**”) and this Court’s order establishing procedures for the sale, transfer or other disposition of the Debtors’ miscellaneous property [Docket No. 401] (the “**Miscellaneous Asset Sale Procedures Order**”), and pursuant to sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”) seeking entry of an order (this “**Transfer Order**”): (i) approving the transfers (collectively, the “**Transfers**” and each, a “**Transfer**”) of certain animals (the “**Transferred Animals**”), free and clear of liens, claims, interests, and other encumbrances to the proposed transferees (each, a “**Transferee**” and collectively, the “**Transferees**”), as set forth in the Second Misc. Asset Transfer Notice and the animal transfer agreements attached thereto (including all exhibits,

¹ Due to the large number of Debtors in these chapter 11 cases a complete list of the Debtors is not provided herein. A complete list of the Debtors along with the last four digits of their tax identification numbers, where applicable, may be obtained on the website of the Debtors’ noticing and claims agent at <https://veritaglobal.net/dolphinco>, or by contacting counsel for the Debtors. For the purposes of these chapter 11 cases, the address for the Debtors is Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.

annexes and schedules related thereto, and as the same may be amended from time to time in accordance with the terms thereof and hereof, collectively, the “**Transfer Agreements**” and each, a “**Transfer Agreement**”),² (ii) authorizing the Debtors and Transferees to consummate the transactions contemplated by the Transfer Agreements, and (iii) granting related relief; and this Court having approved, among other things, the Miscellaneous Asset Sale Procedures, including the process, timeline, and notice thereof; and the Debtors having determined, in their reasonable business judgment, after an extensive marketing and sale process that the Transfers are in the best interests of the Debtors, their estates, and the stakeholders in the Chapter 11 Cases; and upon due, adequate, and sufficient notice of the Transfers, including all other related transactions contemplated thereunder and in this Order; and upon the declaration of Robert Wagstaff in support of the Second Misc. Asset Transfer Notice (the “**Wagstaff Declaration**”); and upon the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and the Court having jurisdiction to consider the Second Misc. Asset Transfer Notice and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Second Misc. Asset Transfer Notice and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having reviewed and considered the Second Misc. Asset Transfer Notice, the Wagstaff Declaration, the Transfer Agreements, and all relief related thereto, any objections or other responses thereto and all replies in support thereof, and the record in the Chapter 11 Cases; and after due deliberation, this Court having determined that the legal and factual bases set forth in the Second Misc. Asset Transfer Notice establish just cause for the relief

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Second Misc. Asset Transfer Notice, the Miscellaneous Asset Sale Procedures Order, or the Transfer Agreements, as applicable.

granted herein; and this Court having determined that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest,

THE COURT HEREBY FINDS THAT:³

I. Jurisdiction, Final Order, and Statutory Predicates.

A. This Court has jurisdiction to consider the Second Misc. Asset Transfer Notice pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. Venue of the Chapter 11 Cases and the Second Misc. Asset Transfer Notice is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b).

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). This Court may enter a final order with respect to the Second Misc. Asset Transfer Notice, the Transfers, and all related relief, in each case, consistent with Article III of the United States Constitution. Notwithstanding Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, thus, waives any stay and expressly directs that this Order be effective immediately upon entry.

³ These findings and determinations constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Where appropriate, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact. All findings of fact and conclusions of law announced by this Court at the Hearing in relation to the Notice are hereby incorporated herein to the extent not inconsistent herewith.

C. The statutory and legal bases for the relief requested in the Second Misc. Asset Transfer Notice are sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9007, and 9014, and Local Rules 2002-1 and 6004-1.

II. Notice.

D. Due, proper, timely, adequate, and sufficient notice of the Second Misc. Asset Transfer Notice, the Transfers, and all deadlines related thereto, has been provided to all interested parties and entities in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Miscellaneous Asset Sale Procedures Order. The aforementioned notice was and is timely, proper, sufficient, appropriate, fair, and equitable under the circumstances, and reasonably calculated to provide interested parties with timely and proper notice under the circumstances of the Chapter 11 Cases. No other or further notice with respect to such matters is, or shall be, required.

E. A reasonable opportunity to object and be heard with respect to the Second Misc. Asset Transfer Notice and the relief requested therein has been afforded to all interested parties.

F. The disclosures made by the Debtors concerning the Second Misc. Asset Transfer Notice, the Transfer Agreements, and the Miscellaneous Asset Sale Procedures were good, complete, and adequate.

III. Business Justification.

G. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for entering into the Transfer Agreements. The Debtors have, among other things, determined in their business judgment that, under the circumstances, the benefits of consummating the Transfers on the terms and conditions embodied in the Transfer Agreements are in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

IV. Compliance with Miscellaneous Asset Sale Procedures and the Miscellaneous Asset Sale Procedures Order

H. As demonstrated by the Wagstaff Declaration, the Debtors have adequately marketed their assets, including the Transferred Animals, and such sale and marketing process was conducted in a non-collusive, fair, and good-faith manner. The Debtors have afforded interested parties a full and fair opportunity to participate in the sale process for the Transferred Animals and to make higher or otherwise better offers. In accordance with the Miscellaneous Asset Sale Procedures and the Miscellaneous Asset Sale Procedures Order, the Debtors determined that the Transfers, as memorialized by the Transfer Agreements is the highest or otherwise best disposition for the Transferred Animals under the circumstances.

V. Transfer in Best Interests.

I. Approval of the Transfers and all related transactions pursuant to the Transfer Agreement is appropriate under the circumstances of the Chapter 11 Cases and is in the best interests of the Debtors, their estates and creditors, and all other parties in interest. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for the Transfers, pursuant to section 363(b) of the Bankruptcy Code, in that, among other things, the immediate consummation of the Transfers is necessary and appropriate to maximize the value of the Debtors' estates.

J. The Debtors determined, in their reasonable business judgment, in a manner consistent with their fiduciary duties that the Transfers constitute the highest or otherwise best disposition for the Transferred Animals under the circumstances.

VI. Good Faith of Buyer.

K. The Debtors and the Buyer, and their respective counsel and other advisors, have not engaged in any conduct that would cause or permit the Transfer Agreements or the

consummation of the Transfers to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Transferees have not acted in a collusive manner with any person, and the consideration provided to the Debtors in connection with the Transfers was not controlled by any agreement among bidders, all of whom acted in good faith, at arm's length, and in a non-collusive manner. The Transfer Agreements were negotiated, proposed, and entered into by the Debtors and the Transferees without collusion, in good faith, and from arm's-length bargaining positions.

L. None of the Debtors or the Transferees has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. Among other things, (i) the Transferees recognized that the Debtors were free to deal with any other party interested in acquiring the Transferred Animals; (ii) the Debtors and the Transferees complied with the provisions of the Miscellaneous Asset Sale Procedures and the Miscellaneous Asset Sale Procedures Order; (iii) the Transfers were negotiated after an open, competitive bidding process; (iv) any payments to be made by the Transferees in connection with the Transfers have been disclosed; and (v) no common identity of directors or controlling stockholders exists between any of the Transferees, on the one hand, and the Debtors, on the other hand.

M. The Transferees are obtaining ownership of the Transferred Animals in good faith and for fair and reasonable consideration, and none of the Transferees is an "insider" of any Debtor (as defined under section 101(31) of the Bankruptcy Code). The Transferees are therefore entitled to the full rights, benefits, privileges, and protections afforded under section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and nonbankruptcy law in connection with this proceeding, the Transfers, the Transfer Agreements (and any ancillary documents executed in connection therewith), and this Order.

VII. Highest or Otherwise Best Offer

N. As demonstrated by the Wagstaff Declaration, the Debtors' marketing and sale process with respect to substantially all of the Debtors' assets, including the Transferred Animals, afforded a full, fair, and reasonable opportunity for any person to make a higher or otherwise better offer for the Transferred Animals.

O. As demonstrated by the Wagstaff Declaration, the Debtors' determination that the Transfers maximize value for the benefit of the Debtors' estates and constitute the highest or otherwise best disposition of the Transferred Animals constitutes a valid and sound exercise of the Debtors' business judgment. The Transfer Agreements provide fair and reasonable terms for the transfer of the Transferred Animals.

P. Approval of the Transfers and the prompt consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

VIII. Corporate Authority.

Q. Each applicable Debtor (i) has full requisite corporate or other organizational power and authority to execute, deliver, and perform the Transfer Agreements, and to consummate the Transfers contemplated thereby, and such execution, delivery, and performance have been duly and validly authorized by all necessary corporate or other organizational action of each applicable Debtor, and (ii) has taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of the Transfer Agreements and the consummation by the Debtors of the Transfers contemplated thereby, including as required by their respective organizational documents, and, upon execution thereof, each such agreement executed by such Debtor will be duly and validly executed and delivered by such Debtor and enforceable against such Debtor in accordance with its terms and, assuming due

authorization, execution, and delivery thereof by the other parties thereto, will constitute a valid and binding obligation of such Debtor.

IX. No Merger; Buyer Not an Insider; No Successor Liability.

R. None of the Transferees are a “successor” to, a mere continuation of, or an alter ego of the Debtors or their estates, and there is no continuity of enterprise or common identity between any Transferee and the Debtors by reason of any theory of law or equity. None of the Transfers amount to a consolidation, succession, merger, mere continuation of, combination of, or de facto merger of any Transferee and the Debtors. Immediately prior to the closing date, none of the Transferees was an “insider” or “affiliate” of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders existed between the Debtors and the Transferees. The transfer of the Transferred Animals to the Transferees, except as otherwise explicitly set forth in the Transfer Agreements or this Order, does not, and will not, subject the Transferees to any liability whatsoever, with respect to the Debtors or the operation of the Debtors’ businesses prior to the closing of the Transfers or by reason of such transfer, including under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or any foreign jurisdiction, based, in whole or in part, directly or indirectly, on any, or any theory of, successor, vicarious, antitrust, environmental, revenue, pension, tax, de facto merger, business continuation, substantial continuity, alter ego, derivative, transferee, veil piercing, escheat, continuity of enterprise, mere continuation, product line, products liability, or other applicable law, rule, or regulation (including filing requirements under any such law, rule, or regulation), or theory of liability, whether now known or unknown, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether matured or unmatured, whether liquidated or unliquidated, whether arising prior to or subsequent to March 31, 2025 (the “**Commencement Date**”), whether imposed

by agreement, understanding, law, equity, or otherwise, including, but not limited to, liabilities on account of warranties, loans, and receivables among the Debtors, and any taxes, arising, accruing, or payable under, out of, in connection with, or in any way relating to the cancellation of debt of the Debtors, or in any way relating to the Transferred Animals prior to the closing (collectively, the “**Successor or Other Liabilities**”).

X. Binding and Valid Transfer.

S. The transfer of the Transferred Animals to the Transferees will be a legal, valid, and effective transfer of the Transferred Animals, and will vest each Transferee with all right, title, and interest of the Debtors to the Transferred Animal free and clear, to the fullest extent permitted by law, of all Interests (as defined below), as set forth in the Transfer Agreements. Immediately prior to consummating the Transfers, the Transferred Animals constitute property of the Debtors’ estates, good title is vested in the Debtors’ estates within the meaning of section 541(a) of the Bankruptcy Code, and the Debtors are the sole and rightful owners of the Transferred Animals. Upon and following the consummation of the Transfers, the Transferees shall be vested with good and marketable title to the Transferred Animals and shall be the sole and rightful owner of the Transferred Animals.

T. Each Transfer Agreement is a valid and binding contract between the Debtors and the applicable Transferee. The Transfer Agreements were not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia, or foreign jurisdiction. As demonstrated by the Wagstaff Declaration, the consideration provided by the Transferees in respect of the Transfers (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Transferred Animals, and (iii) constitutes fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia, and any

foreign jurisdiction (including the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, and similar laws and acts). Neither the Debtors nor the Transferees are entering into the Transfers contemplated by the Transfer Agreements fraudulently for the purpose of statutory and common-law fraudulent conveyance and fraudulent transfer claims.

XI. Section 363(f) Is Satisfied.

U. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full with respect to each Interest in the Transferred Animals; therefore, the Debtors may transfer the Transferred Animals free and clear of all Interests, including, but not limited to, the Successor or Other Liabilities.

V. The Buyer would not have entered into the Transfer Agreements and would not consummate the transactions contemplated thereby if (i) the sale of the Transferred Animals to the Transferees was not free and clear of all Interests of any kind or nature whatsoever, or (ii) if the Transferees would, or in the future could, be liable for any of the Interests. The Transferees will not consummate the transactions contemplated by the Transfer Agreements unless this Court expressly orders that none of the Transferees or their affiliates or subsidiaries or any of their respective officers, directors, partners, principals, direct and indirect shareholders, parents, divisions, agents, professionals, representatives, successors, or assigns (collectively, the “**Transferee Parties**” and each a “**Transferee Party**”), or their respective assets or properties, including, without limitation, the Transferred Animals will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, or by payment, or otherwise, directly or indirectly, any Interests, including rights or claims based on any Successor or Other Liabilities.

W. Not transferring the Transferred Animals free and clear of all Interests, including rights or claims based on any successor, transferee, derivative, or vicarious liability or any similar theory and/or applicable state, federal, or foreign law or otherwise, would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Transferred Animals other than pursuant to a transfer that is free and clear of all Interests of any kind or nature whatsoever would be of substantially less benefit to the Debtors' estates.

X. The Debtors may transfer the Transferred Animals free and clear of all Interests because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests that did not timely object to the Transfers or withdrew objections to the Transfers are deemed to have consented to the Transfers and the Second Misc. Asset Transfer Notice pursuant to section 363(f)(2) of the Bankruptcy Code. All other Interests fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. All holders of Interests are adequately protected by having their Interests, if any, in each instance against the Debtors, their estates, or any of the Transferred Animals attach to the net cash proceeds of the Transfers ultimately attributable to the Transferred Animals in which such holder alleges an Interest, in the same order of priority, with the same validity, force, and effect that such Interest had prior to the Transfers, subject to any claims and defenses the Debtors and their estates may possess thereto.

XII. Not a *Sub Rosa* Plan.

Y. The Transfers do not constitute a *sub rosa* chapter 11 plan or an element of such plan for which approval has been sought without the protection that a disclosure statement would afford. The Transfers neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a liquidating plan for any of the Debtors.

XIII. Necessity of Order.

Z. The consummation of the Transfers pursuant to this Order and the Transfer Agreements is necessary for the Debtors to maximize the value of their estates for creditors and all other parties in interest.

XIV. Compelling Circumstances for an Immediate Sale.

AA. The Debtors' decision to enter into the Transfer Agreements and to consummate the Transfers represents an exercise of sound business judgment. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications for approving the Transfer Agreements and (ii) compelling circumstances for the immediate approval and consummation of the Transfers contemplated by the Transfer Agreements outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code because the prompt consummation of the Transfers to the Transferees is necessary and appropriate to maximize the value of the Debtors' estates and to expedite cash distributions to creditors. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transaction contemplated by this Order.

XV. Final Order.

BB. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rule 6004(h), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

I. General Provisions.

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

2. The Transfers and the transactions contemplated thereby are approved. The Debtors and the Transferees are authorized to effectuate the terms of the Transfer Agreements and the transactions contemplated thereby.

3. All objections to, reservations of rights regarding, or other responses to the Second Misc. Asset Transfer Notice, the Transfer Agreements, the Transfers, the entry of this Order, or the relief granted herein, that have not been withdrawn, waived, or settled, or that have not otherwise been resolved pursuant to the terms hereof are hereby denied and overruled on the merits with prejudice. Those parties who did not timely object to the Second Misc. Asset Transfer Notice or the entry of this Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

II. Authorization to Enter into the Transfer Agreements.

4. Pursuant to sections 105(a) and 363 of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Transfers pursuant to and in accordance with the terms and conditions of the Transfer Agreements and this Order, and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the

performance of their obligations as contemplated by the Transfer Agreements, in each case without further notice to or order of this Court and including any actions that otherwise would require further approval by shareholders, members, or boards of directors or managers, or similar governing bodies, as the case may be, without the need of obtaining such approvals, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Transfer Agreements and the Transfers.

III. Transfer of the Transferred Animals.

5. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors shall transfer the Transferred Animals to the applicable Transferees in accordance with the terms of the Transfer Agreements; such transfers shall constitute legal, valid, binding, and effective transfers of such Transferred Animal, subject to any applicable non-bankruptcy law; and the Buyer shall take title to and possession of such Transferred Animals free and clear of all Interests. Any and all valid and perfected Interests in the Transferred Animals shall attach solely to the net proceeds, if any, of the Transfers with the same validity, force, and effect, if any, and in the same order of priority, that they have now as against the Transferred Animals, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

6. The transfer of the Transferred Animals to the Transferees in accordance with the terms of the Transfer Agreements will be a legal, valid, enforceable, and effective transfer of the Transferred Animals and will vest the Transferees, as applicable, with all legal, equitable, and beneficial right, title, and interest of the Debtors to the Transferred Animals free and clear of all Interests of any kind or nature whatsoever, including, without limitation, rights or claims based on any Successor or Other Liabilities.

7. The transfer of the Transferred Animals to the Transferees will be a legal, valid, and effective transfer of the Transferred Animals, which transfer vests or will vest each Transferee

with all right, title, and interest to the applicable Transferred Animals free and clear of (i) all liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising any time prior to the Closing Date (collectively, the “**Liens**”), and (ii) all debts (as that term is defined in section 101(12) of the Bankruptcy Code) arising under, relating to, or in connection with any act of the Debtors or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, security interests or similar interests, conditional sale or other title retention agreements and other similar impositions, restrictions on transfer or use, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter ego liability, suits, credits, allowances, options, limitations, causes of action, choses in action, rights of first refusal or first offer, rebates, chargebacks, credits, or returns, proxies, voting trusts or agreements or transfer restriction under any shareholder or similar agreement or encumbrance, easements, rights of way, encroachments, and matters of any kind and nature, whether arising prior to or subsequent to the Commencement Date, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, rights with respect to Claims (as defined below) and liens (including any Liens) (A) that purport to give to any party a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors’ or the Buyer’s interests in the Animal, or any similar rights, if any, or (B) in respect of taxes, restrictions, rights

of first refusal, charges of interests of any kind or nature, if any, including without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attribute of ownership) (collectively, as defined in this clause (ii), the “**Claims**,” and together with the Liens and any other interests of any kind or nature whatsoever, the “**Interests**”), relating to, accruing, or arising any time prior to the Closing Date or from and after the Closing but which arise out of or relate to any act, omission, circumstances, breach, default, or other event occurring prior to the Closing.

8. The transfer of the Transferred Animals to the Transferees will not subject the Transferees to any liability whatsoever which may become due or owing prior to the Closing Date, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or foreign jurisdiction, based, in whole or in part, directly or indirectly, on any theory of law or equity, including any Successor or Other Liabilities.

9. Each Transfer Agreement is a valid and binding contract between the Debtors and the applicable Transferee and shall be enforceable pursuant to its terms. The Transfer Agreements, the Transfers, and the consummation thereof shall also be specifically enforceable against and binding in all respects upon (without posting any bond), without limitation, the Debtors, their estates, all creditors, all holders of equity interests in any Debtor, all holders of Claims (whether known or unknown) against the Debtors, all holders of Liens (as defined below) or other Interests against, in, or on all or any portion of the Animal, the Buyer, and all successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Cases or upon a conversion of the Chapter 11 Cases to cases under chapter 7 under the Bankruptcy Code, and any Person seeking to assert rights on behalf of any of the foregoing or that belong to the Debtors’ estates, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

10. The Transfer Agreements were not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia, or foreign jurisdiction. As demonstrated by the Wagstaff Declaration, the Transfers and the transactions contemplated thereby (i) are fair and reasonable, (ii) constitute the highest or otherwise best offers for the Transferred Animals, and (iii) provide fair consideration for the Transferred Animals under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign jurisdiction (including the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, and similar laws and acts). None of the Debtors or the Transferees is entering into the transactions contemplated by the Transfer Agreements with any fraudulent or otherwise improper purpose, including for the purpose of statutory and common-law fraudulent conveyance and fraudulent transfer.

11. Each and every federal, state, local, and other governmental agency, governmental department, filing agent, filing officer, title agent, recording agency, secretary of state, federal, state, and local official, and any other persons and entity who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Transferred Animals, is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transfers contemplated by the Transfer Agreements. None of the Debtors or the Transferees shall be required to execute or file releases, termination statements, assignments, consents, or other instruments or documents in order to effectuate, consummate, and implement the provisions of this Order. The Transferees may, but shall not be

required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other territory or jurisdiction in which any of the Debtors or their affiliates is incorporated or has real or personal property, or with any other appropriate clerk or recorder with any other appropriate recorder, and such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Order as of the Closing Date.

12. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Transferred Animals, as such Liens may otherwise exist. If any Person that has filed a financing statement, mortgage, mechanic's lien, *lis pendens*, or other statement, document, or agreement evidencing an Interest in any portion of the Transferred Animals shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases, and/or other similar documents necessary for the purpose of documenting the release of all Interests that such Person has in the Transferred Animals, then (i) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and/or other similar documents on behalf of such Person with respect to the Transferred Animals, (ii) each Transferee is hereby authorized to file, register, or otherwise record a certified copy of this Order that, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests of any kind or nature in the Transferred Animal, and (iii) each Transferee may seek in this Court, or any other court of appropriate jurisdiction, to compel the appropriate parties to execute termination statements, instruments of satisfaction, releases, and/or other similar documents with respect to all Interests that such Person has in the Transferred Animals. This Order is deemed to be in recordable form

sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

13. The Debtors and the Transferees shall have no obligation to proceed with the Closing until all conditions precedent to their obligations to proceed have been met, satisfied, or waived in accordance with the terms of the Transfer Agreements.

14. Subject to the terms of this Order, all Persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to transfer the Transferred Animals to the Transferees in accordance with the terms of the Transfer Agreements and this Order. Following the Closing, no holder of an Interest in the Debtors shall interfere with the Transferees' title to the Transferred Animals based on or related to such Interest or any actions that the Debtors may take in the Chapter 11 Cases.

15. This Order is and shall be binding upon and govern the acts of all Persons (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons or entities) who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing Persons shall accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge, and terminate any of the Interests or to otherwise consummate the transactions contemplated by the Transfer Agreements and this Order.

IV. No Successor Liability; Prohibition of Actions Against the Buyer.

16. None of the Transferees are a "successor" to, a mere continuation of, or an alter ego of, any of the Debtors or their estates, and there is no continuity of enterprise or common identity

between the Transferees and the Debtors by reason of any theory of law or equity. The transfer of the Transferred Animals by the Transferees will not cause the Transferees to be deemed a successor to, combination of, or alter ego of, in any respect, any of the Debtors or the Debtors' businesses, or incur any liability derived therefrom within the meaning of any foreign, federal, state, or local revenue, tax, antitrust, environmental, de facto merger, business continuation, substantial continuity, successor, vicarious, alter ego, derivative, transferee, veil piercing, escheat, continuity of enterprise, mere continuation, product line, or other law, rule, regulation (including filing requirements under any such laws, rules, or regulations), or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine, whether now known or unknown, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether matured or unmatured, whether contingent or noncontingent, whether liquidated or unliquidated, whether arising prior to or subsequent to the Commencement Date, whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, liabilities on account of warranties, intercompany loans, and receivables among the Debtors, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the cancellation of debt of the Debtors or their affiliates, or in any way relating to the operation of any of the Transferred Animals or ratings experience of the Debtors prior to the Closing Date.

17. The Transferees shall not have, assume, or be deemed to assume, or in any way be responsible for, any liability or obligation of any of the Debtors or their estates, or any of the Debtors' predecessors or affiliates with respect to the Transferred Animals or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically agreed in the Transfer Agreements, the Transferees shall not have any liability, responsibility, or obligation for any

Interests of the Debtors or their estates, including any claims, liabilities, or other obligations related to the Transferred Animals, including, for the avoidance of doubt, and without limiting the generality of the foregoing, any Successor or Other Liabilities, which may become due or owing (a) prior to the Closing Date or (b) from and after the Closing Date but which arise out of or relate to any act, omission, circumstance, breach, default, or other event occurring prior to the Closing Date.

18. As specifically set forth in the Transfer Agreements, all Persons (including but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, contract counterparties, customers, landlords, licensors, employees, and other holders of Interests against or in any of the Debtors or the Transferred Animals (whether legal or equitable, secured or unsecured, matured or unmatured, known or unknown, contingent or noncontingent, liquidated or unliquidated, senior or subordinate, asserted or unasserted, whether arising prior to or subsequent to the Commencement Date, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Transferred Animals, the operation of the Debtors' business prior to the Closing, or the transfer of the Transferred Animals to the Transferees (including without limitation any Successor or Other Liabilities or rights or claims based thereon)) shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing against the Transferees or any Transferee Party, or their respective assets or properties, including, without limitation, the Transferred Animals, any Interests of any kind or nature whatsoever that such Person had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders, or the Transferred Animals, including, without limitation, the following actions: (a) commencing or continuing in any manner any action

or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) against the Transferee or any Transferee Party, or their respective assets or properties, including the Transferred Animals; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Transferee or any Transferee Party, or their respective assets or properties, including the Transferred Animals; (c) creating, perfecting, or enforcing any Interest against the Transferee or any Transferee Party, or their respective assets or properties, including the Transferred Animals; (d) asserting any setoff (to the extent not taken prepetition), or right of subrogation, of any kind against any obligation due the Transferee or any Transferee Party, or their respective assets or properties, including the Transferred Animal; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) to the extent prohibited by section 525 of the Bankruptcy Code, revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Animal or conduct any of the businesses operated with the Animal.

19. Except as provided in the Transfer Agreements and without limiting other applicable provisions of this Order, the Transferees are not, by virtue of the consummation of the Transfers, assuming, nor shall they be liable or responsible for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed, or otherwise) in any way whatsoever relating to or arising from the Debtors, the Transferred Animals, or the Debtors' operation of their businesses on or prior to the Closing Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to

periods on or prior to the Closing Date or are to be observed, paid, discharged, or performed on or prior to the Closing Date.

V. Other Provisions.

20. The transactions contemplated by the Transfer Agreements and this Order are undertaken by the Transferee without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transfers shall not alter, affect, limit, or otherwise impair the validity of the Transfers, unless such authorization and consummation of the Transfers are duly stayed pending such appeal. Each Transferee is entitled to, and hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code. None of the Transferees has not entered into any agreement with any other potential bidders and has not colluded with any potential or actual bidders, and therefore, neither the Debtors nor any successor in interest to the Debtors' estates shall be entitled to bring an action against the Transferees, and the Transfers may not be avoided, pursuant to section 363(n) of the Bankruptcy Code. The Transfer Agreements shall not be subject to rejection or avoidance under any circumstances.

21. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated under the Transfer Agreements.

22. For cause shown, pursuant to Bankruptcy Rules 6004(h), and 9014, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the stays provided in Bankruptcy Rules 6004(h) and 6004(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors and Transferees are authorized and empowered to close the Transfers immediately upon entry of this Order.

23. The failure to include or specifically reference any particular provision of the Transfer Agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Transfer Agreements be authorized and approved in their entirety.

24. To the extent that this Order is inconsistent with the Second Misc. Asset Transfer Notice, the terms of this Order shall control and govern. To the extent that there are any inconsistencies between the terms of this Order, on the one hand, and the Transfer Agreements on the other hand, the terms of this Order shall control and govern.

25. The Transfer Agreements may be modified, amended, or supplemented in a writing signed by the parties thereto and in accordance with the terms thereof, in consultation with the Committee, the DIP Lenders, and the Prepetition First Lien Noteholders, without further notice to or order of the Court; provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates, does not otherwise conflict with this Order, and does not impact third parties without their consent.

26. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted to the extent necessary, without further order of the Court, to allow the Transferees and the Debtors to take any and all actions permitted under the Transfer Agreements.

27. From time to time, as and when requested by the other, the Debtors and the Transferees, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Transfers, including, such actions as may be necessary to vest, perfect or confirm, or record or

otherwise, in each Transferee its right, title and interest in and to the Transferred Animal, as applicable, subject to the provisions of the applicable Transfer Agreements.

28. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Transfer Agreements, and any amendments thereto and any waivers and consents given thereunder, and to adjudicate, if necessary, any and all disputes concerning or in any way relating to the Transfers, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Transferred Animal to the Transferees, (b) interpret, implement, and enforce the provisions of this Order, including but not limited to the injunctions and limitations of liability set forth in this Order, and specifically to enjoin the commencement or continuation of any action seeking to impose successor liability or bulk sale liability on the Transferee, (c) decide any disputes concerning this Order and the Transfer Agreements, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Transfer Agreements and this Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Transferred Animals and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Interests, and (d) enter any orders under sections 105 and 363 of the Bankruptcy Code, or otherwise, with respect to the Transferred Animals.

29. This Order shall be deemed a separate Order with respect to the Transfer of the applicable Transferred Animals to each Transferee and the corresponding Transfer Agreement.

EXHIBIT A

Transfer Agreements

[To be attached]

EXHIBIT C

Wagstaff Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Jointly Administered)

**DECLARATION OF ROBERT WAGSTAFF IN SUPPORT OF DEBTORS’
SECOND NOTICE OF PROPOSED MISCELLANEOUS
ANIMAL ASSET TRANSFERS**

Pursuant to 28 U.S.C. § 1746, I, Robert Wagstaff, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Managing Director at Riveron Management Services, LLC (“**Riveron**”), which is an internationally recognized restructuring and turnaround firm. By order dated April 30, 2025 [Docket No. 106], the Court approved (a) Riveron’s employment and retention by the Debtors; and (b) my designation as the Chief Restructuring Officer (the “**CRO**”) of the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases. I am duly authorized to submit this declaration on behalf of the Debtors.

2. I am personally responsible for Riveron’s restructuring and turnaround engagements for cross-border projects in Latin America and the United States’ Southeast region. I have more than thirty (30) years of financial and operational experience, spanning a wide range

¹ Due to the large number of debtors in these chapter 11 cases, which are being jointly administered, a complete list of the Debtors is not provided herein. A complete list of the Debtors along with the last four digits of their tax identification numbers, where applicable, may be obtained on the website of the Debtors’ noticing and claims agent at <https://veritaglobal.net/dolphinco>, or by contacting counsel for the Debtors. For the purposes of these chapter 11 cases, the address for the Debtors is Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.

of industries in the United States and Latin America. I specialize in assisting distressed companies in all areas of operational and financial restructuring, and I have advised debtors, creditors, investors, and court-appointed officers in multiple chapter 11 bankruptcy cases and out-of-court matters. I have previously held senior positions with Berkeley Research Group LLC, Frontera Capital Advisors, FTI Consulting, Inc., and Sitel Group. I have a Bachelor of Commerce degree in Accounting from Concordia University.

3. I submit this declaration (this “**Declaration**”) on behalf of the Debtors in support of the *Debtors’ Second Notice of Proposed Miscellaneous Animal Asset Transfers*, filed concurrently herewith (the “**Second Misc. Asset Sale Notice**”),² and the proposed transfer (collectively, the “**Proposed Transfers**”) of certain animals (the “**Transferred Animals**”) to various accredited and licensed institutions, and experienced individuals (collectively, the “**Transferees**”) pursuant to the transfer agreements attached to the Second Misc. Asset Sale Notice (collectively, the “**Transfer Agreements**”) and the *Order Establishing Procedures for Sales of Certain Miscellaneous Assets Outside the Ordinary Course of Business Free and Clear of All Liens, Claims, Interests and Encumbrances Pursuant to Section 363 of the Bankruptcy Code* [Docket No. 401] (the “**Miscellaneous Asset Sale Procedures Order**”).

4. Unless otherwise stated herein, all facts set forth in this Declaration are based upon (i) my personal knowledge and experience; (ii) my and Riveron’s experiences in these and other chapter 11 cases; (iii) discussions with certain other professionals at Riveron and with the Debtors’ other advisors; and/or (iv) information learned from my review of relevant

² Capitalized terms used, but not otherwise defined, herein have the meanings given to them in the Second Misc. Asset Sale Notice.

documents, information supplied to me from members of the Debtors' management or the Debtors' advisors.

5. I am over the age of eighteen (18) and authorized to submit this Declaration on behalf of the Debtors. I am not being specifically compensated for this testimony other than through payments received by Riveron as a retained professional in the Chapter 11 Cases. If called upon to testify, I could and would testify as to the facts set forth herein.

**THE DEBTORS' CHAPTER 11 CASES AND NEED TO
TRANSFER THE TRANSFERRED ANIMALS**

A. General Background

6. On March 31, 2025, certain of the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code. On April 16, 2025 and May 4, 2025, Controladora Dolphin, S.A. de C.V. and Embassy of the Seas Limited, respectively, also filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code.³ The Chapter 11 Cases are being jointly administered for procedural purposes only. *See* Docket Nos. 32, 68 & 126.

7. On May 6, 2025, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (the "**Committee**").

8. Additional information regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the commencement of the Chapter 11 Cases, are set forth in detail in the *Declaration of Steven Robert Strom in Support*

³ Capitalized terms used but not defined herein have the meaning given to them in the *Debtors' Motion for an Order Establishing Procedures for Sales of Certain Miscellaneous Assets Outside of the Ordinary Course of Business Free and Clear of All Liens, Claims, Interests and Encumbrances Pursuant to Section 363 of the Bankruptcy Code* [Docket No. 298].

of the Debtors' Chapter 11 Petitions and First Day Pleadings [Docket No. 10] (the "**First Day Declaration**").

B. Specific Background

i. The Debtors' Florida Assets

9. The Debtors operated four animal habitats and marine parks domestically (collectively, the "**Florida Properties**")—(i) Miami Seaquarium, located in Miami, Florida ("**Miami Seaquarium**"); (ii) Gulf World Marine Park, located in Panama City Beach, Florida ("**Gulf World**"); (iii) Marineland Dolphin Adventure, located in St. Augustine, Florida ("**Marineland**"); and (iv) Dolphin Connection, located in Hawk's Cay, Florida. At each of the Florida Properties, the Debtors provided educational programming and promoted conservation and environmental stewardship through interactions with marine and other animal species. The Florida Properties house various species of animals, including dolphins, seals, sea turtles, rays, fish, eels, exotic birds and reptiles.

ii. Sale and Marketing Process

10. As part of the Debtors' efforts to maximize value of the Debtors' assets, the Debtors commenced a postpetition sale and marketing process for substantially all of their assets. In July 2025, the Debtors engaged Greenhill & Co., LLC ("**Greenhill**") as their investment banker and Keen-Summit Capital Partners LLC ("**Keen**") as their real estate advisor and broker in the Chapter 11 Cases to market all or substantially all of the Debtors' assets and otherwise explore potential transactions to maximize the value of the Debtors' assets. *See* Docket Nos. 300 & 301. The Debtors directed Greenhill and Keen to jointly market certain of the Debtors' assets, as either a going concern or a real property sale, to maximize exposure to the market and generate interest in the Debtors' assets. Following a thorough process, which involved (i) outreach to more than

20,000 contacts, (ii) print and electronic media advertisements, (iii) execution of more than 180 non-disclosure agreements for access to a confidential data room for access to diligence information, (iv) touring the Debtors' properties with parties in interest, and (v) otherwise engaging with parties regarding the Debtors and their assets, the Debtors determined to sell or assign their interests in Miami Seaquarium, Gulf World, and Marineland properties, as applicable. The Court has entered orders approving such transactions. *See* Docket Nos. 607, 665, and 740. Other than as disclosed in the Second Misc. Asset Sale Notice, the Debtors did not receive any offers for the purchase of the Transferred Animals. As the Debtors are winding down or otherwise transitioning their operations, the Debtors must, among other things, rehome the animals that currently reside at the Debtors' Miami Seaquarium facility. For months, the Debtors have been working to locate, and have now identified, several licensed and accredited institutions who are well positioned to receive the Debtors' animals.

11. Specifically, the Debtors have engaged in arm's length negotiations with the Transferees regarding the terms of the transfer of the Transferred Animals. In all cases, the Transferees have agreed to assume sole and exclusive responsibility for the transport of the Transferred Animals to the Transferees' respective facilities, and the Debtors will not incur any costs associated with the transport of the Transferred Animals to the Transferees. In addition, the Transferees have each represented and warranted that they (i) are in material compliance with all applicable laws relating to the care of the Transferred Animals; (ii) have obtained and will maintain all necessary licenses, permits, and approvals required for the acquisition, ownership, and care of the Transferred Animals; and (iii) will provide the Transferred Animals with humane care and living conditions. Approval of the Proposed Transfers will mitigate the substantial costs to care

for and support the Transferred Animals, thereby providing the Debtors and their creditors with significant value.

THE PROPOSED TRANSFERS

12. A summary of the terms of each of the Proposed Transfers is set forth in the Second Misc. Asset Sale Notice, which is incorporated herein by reference.

13. The Riveron team supporting me in my role as CRO of the Debtors has been working directly with the Debtors' management and veterinarian staff, the Transferees and their counsel, as applicable, the Debtors' animal transfer consultant, regulatory agencies, regulatory counsel, and other interested parties to, as applicable, identify the Transferees, coordinate on the number and types of animals to be transported to each facility, document the Proposed Transfers, and coordinate the logistics of transfer.

14. The Debtors have considered all relevant circumstances regarding the transfer of the Transferred Animals, including the Debtors' duty to maximize value for the Debtors' estates, the need to mitigate the costs and expenses of caring for the animals as the Debtors continue to manage liquidity constraints, the Transferred Animals' welfare, the need to promptly move the animals to acceptable homes in accordance with applicable law, and the need to transition the Debtors' leasehold interests in the Miami Seaquarium in accordance with various contractual obligations. I believe that the Proposed Transfers will mitigate substantial cost to the Debtors' estates and will provide the Debtors' estates, creditors, and stakeholders with the highest possible value under the circumstances.

CORPORATE AUTHORITY AND TITLE TO THE ASSETS

15. I believe that the Debtors, as applicable, have (i) full requisite corporate or other organizational power and authority to consummate the Proposed Transfers, execute the Transfer Agreements, and perform all related obligations; and (ii) taken all requisite corporate or

other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of the Animal Transfers and the consummation by the Debtors, including as required by their respective organizational documents.

16. I also believe that, immediately prior to consummating the Proposed Transfers, the Debtors, as applicable, are the sole and rightful owners of the Transferred Animals.

THE TERMS OF THE PROPOSED SALES SHOULD BE APPROVED

17. I believe that the Debtors and the Transferees negotiated the terms of the Proposed Transfers at arm's-length, in good faith, and without collusion. The Debtors did not enter into the Transfer Agreements for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors. I do not believe that the Debtors or the Transferees have engaged in any conduct that would cause or permit the Transfer Agreements to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code.

18. Finally, it is my understanding that none of the Transferees or any affiliate of the Transferees is a successor to any of the Debtors or their estates, and the Proposed Transfers do not amount to a consolidation, merger, or *de facto* merger of the Transferees or any of their affiliates with or into any of the Debtors. I understand that (i) Transferees in no way induced or caused any chapter 11 filing by the Debtors; and (ii) all payments to be made by the Transferees in connection with the Proposed Transfers have been disclosed. I believe that the Transferees are consummating the Proposed Transfers in good faith. I also understand that none of the Transferees is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

CONCLUSION

19. For the foregoing reasons, I believe that consummating the Proposed Transfers on the terms set forth in the Transfer Agreements is fair and reasonable, is in the best interests of the Debtors and their estates and represents a sound exercise of the Debtors' business judgment.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: December 1, 2025

/s/ Robert Wagstaff

Robert Wagstaff