

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 & 764

**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' FIRST 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' First Notice of Proposed Miscellaneous Animal Asset Transfers* [Docket No. 764] (the “**First 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 First 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 First 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 First Misc. Asset Transfer Notice and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the First 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 First 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 First 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 First 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 First 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 First 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 First 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 First 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 First 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 First 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 First 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 First 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 First 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 First 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 First 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.

Dated: December 4th, 2025
Wilmington, Delaware


LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Transfer Agreements

Schedule 1 to Exhibit A

Brookfield Zoo ATA

ANIMAL TRANSFER AGREEMENT

dated as of

OCTOBER 30, 2025

by and among

THE DOLPHIN CONNECTION, INC.

as Seller, and

BROOKFIELD ZOO CHICAGO

as Buyer

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “**Agreement**”) is made and entered into this 30th day of October, 2025, by and between The Dolphin Connection Inc., a Florida corporation (“**Seller**”), and Brookfield Zoo Chicago, an Illinois not-for-profit corporation (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, on March 31, 2025, Seller and certain of Seller’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, Seller desires to sell and Buyer desires to purchase 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, Buyer currently has possession of Noelani (NOA0006157), a 22-year old female *tursiops truncatus*, pursuant to an existing animal loan agreement among the Parties;

WHEREAS, Noelani has been diagnosed with cancer and requires certain medical care to address Noelani’s medical condition; and

WHEREAS, the Parties intend for Noelani to remain in Buyer’s possession so Noelani may continue to receive medical care and support by Buyer.

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

PURCHASE AND SALE

1.1 Agreement to Acquire and Transfer.

Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing, Seller shall convey, sell, transfer, assign, and deliver to Buyer, and Buyer shall acquire from Seller, all of Seller’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 Buyer free and clear of any liability, pledge, lien, charge, security interest, claim, or other encumbrance.

ARTICLE II

PURCHASE PRICE; MANNER OF PAYMENT AND CLOSING

2.1 Purchase Price.

As consideration for Buyer's agreement to acquire the Transferred Animal(s) from Seller, Buyer shall pay to Seller the sum of Ten Thousand Dollars (\$10,000.00) (the "**Purchase Price**") on the Closing Date.

2.2 Deposit; Payment of the Purchase Price.

(a) Upon Buyer's execution and delivery of this Agreement, Buyer will deliver to Verita Global, LLC (the "**Deposit Escrow Agent**") an amount equal to ten percent (10%) of the Purchase Price in immediately available funds (the "**Cash Deposit**"). The Cash Deposit shall be held by the Deposit Escrow Agent in a non-interest-bearing account. The Cash Deposit shall be held by the Deposit Escrow Agent and be released as follows:

(1) Upon the Closing, Seller and Buyer shall jointly instruct the Deposit Escrow Agent to deliver the Cash Deposit by wire transfer of immediately available funds, on behalf of Seller, as provided in Section 2.2(b) and the instructions provided to the Deposit Escrow Agent (and such amounts shall be applied as a credit toward the payment of the Purchase Price).

(2) If this Agreement is terminated pursuant to its terms for any reason, Seller and Buyer shall jointly instruct the Deposit Escrow Agent to deliver the Cash Deposit to Buyer.

(b) At the Closing (as hereinafter defined), (1) Buyer shall make a cash payment (the "**Closing Payment**") to Seller in the amount equal to the Purchase Price minus the Cash Deposit. The Closing Payment shall be made by wire transfer of immediately available funds to such account as Seller shall designate no later than two (2) Business Days prior to the Closing Date and (2) the Deposit Escrow Agent shall transfer the Cash Deposit to Seller by wire transfer of immediately available funds to such account as Seller shall designate to the Deposit Escrow Agent.

2.3 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 (or their electronic counterparts), 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 2.8 and Section 2.10 (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 thirty (30) days after entry of the Sale Order (as hereinafter defined). The date on which the Closing is to occur is herein referred to as the "**Closing Date**." Buyer and Seller agree that delivery of the Transferred Animal(s) shall be deemed to occur as of the Closing.

2.4 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 Buyer.

2.5 “As Is” “Where Is” Transaction.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, WITH RESPECT TO ANY MATTER RELATING TO THE TRANSFERRED ANIMAL(S). BUYER 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. SELLER HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES AS TO THE HEALTH, WELFARE, AND SUITABILITY OF ANY OF THE TRANSFERRED ANIMAL(S). BUYER ACKNOWLEDGES THAT BUYER IS RELYING SOLELY UPON BUYER’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 PURCHASER OF MARINE MAMMALS, WITH NO RIGHTS OF INDEMNIFICATION OR RIGHTS FOR CLAIMS AGAINST SELLER ON ANY BASIS WHATSOEVER. ACCORDINGLY, BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT BUYER (OR BUYER’S REPRESENTATIVE(S)) HAS COMPLETED BUYER’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.

2.6 Seller’s Deliverables.

At the Closing, Seller shall deliver to Buyer a Bill of Sale, substantially in the form attached hereto as **Exhibit A** (the “**Bill of Sale**”), duly executed by Seller.

2.7 Buyer’s Deliverables.

At the Closing, Buyer shall deliver to Seller (the “**Buyer’s Closing Deliverables**”)

- (a) The Purchase Price; and
- (b) The Bill of Sale duly executed by Buyer.

2.8 Buyer Conditions to Closing.

The obligation of Buyer to purchase the Transferred Animal(s) in accordance with this Agreement is subject to satisfaction of each of the following conditions (the “**Buyer Conditions**”), which may be waived in whole or in part by Buyer on or prior to Closing:

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

2.9 Buyer's Rights if Buyer Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Buyer Conditions have not been satisfied, Buyer shall elect to either: (i) waive such of those conditions that 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.

2.10 Seller Conditions.

The obligation of Seller to sell the Transferred Animal(s) in accordance with this Agreement is subject to satisfaction of each of the following conditions (the “**Seller Conditions**”), which may be waived in whole or in part by Seller on or prior to Closing:

- (a) With respect to the Transferred Animal(s), Purchase Price, and Cash Deposit, Buyer shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Buyer on or prior to the Closing.
- (b) The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall not have been reversed, modified, amended, or stayed.
- (c) Buyer shall have delivered to Seller Buyer’s Closing Deliverables;

2.11 Seller’s Rights if Seller Conditions Are Not Satisfied.

If, on or before the Closing Date, any of Seller Conditions have not been satisfied, Seller shall elect to either: (i) waive such of those conditions that 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.

TRANSACTION EXPENSES; INDEMNIFICATION

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.

Buyer 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), which for the avoidance of doubt shall be deemed to occur at Closing. Buyer shall reimburse Seller for and shall indemnify, defend, and hold Seller harmless from and against any and all claims that may be asserted against Seller related to the Transferred Animal(s) as of and following the transfer of title of the Transferred Animal(s).

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Sale Order.

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

ARTICLE V

SELLER’S REPRESENTATIONS AND WARRANTIES

5.1 Seller represents and warrants to Buyer that:

(a) Authority. Except as a result of the commencement of the Bankruptcy Cases and subject to entry of the Sale Order, Seller 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 Sale Order, this Agreement and all documents to be delivered by Seller to Buyer at Closing (1) (A) have been duly authorized, executed, and delivered by Seller, (B) are or will be legal, valid and binding obligations of Seller, and (C) are or will be enforceable in accordance with their respective terms, except for principles of equity, insolvency, and bankruptcy and (2) do not and will not at Closing constitute a default under or violate any document, instrument, agreement, stipulation, judgment, or order to which Seller is a party.

(b) Title. Seller owns good, marketable title to the Transferred Animal(s), which, subject to the entry of the Sale 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

BUYER'S REPRESENTATIONS AND WARRANTIES

6.1 Buyer represents and warrants to Seller as follows:

(a) Authorizations. Buyer has full power and authority to enter into and carry out the transactions contemplated by this Agreement. This Agreement has been and all the documents to be delivered by Buyer at Closing will be, duly authorized, executed, and delivered by Buyer, are or will be legal, valid and binding obligations of Buyer, 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 Buyer 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 Buyer or any contract to which Buyer is a party or by which Buyer or any of Buyer's property may be bound and that would be material to such Buyer's performance of this Agreement.

(c) Funding. Buyer has sufficient liquid assets available to Buyer to pay the Purchase Price on the Closing Date.

(d) Governmental and Similar Regulations. Buyer 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. Buyer 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. Buyer agrees that Buyer shall, at all times, provide the Transferred Animal(s) with humane care and living conditions, and that Buyer is financially and otherwise able to provide such care and living conditions. Buyer shall not, nor shall Buyer 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 Seller: 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 Buyer: Brookfield Zoo Chicago
3300 Golf Road
Brookfield, IL 60513
Attn: Dr. Michael Adkesson
Email: Michael.Adkesson@brookfieldzoo.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) “**Bill of Sale**” has the meaning given to such term in Section 2.6 of this Agreement.
- (b) “**Business Days**” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.
- (c) “**Buyer Conditions**” has the meaning given to such term in Section 2.8 of this Agreement.
- (d) “**Buyer’s Closing Deliverables**” has the meaning given to such term in Section 2.7 of this Agreement.
- (e) “**Closing**” has the meaning given to such term in Section 2.3 of this Agreement.
- (f) “**Closing Date**” has the meaning give to such term in Section 2.3 of this Agreement.
- (g) “**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 and/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 Authorities**” 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 (including any bilateral or multilateral 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**” means and include natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations and Governmental Authorities, whether or not legal entities.

(k) “**Sale Order**” has the meaning given to such term in Section 3.1 of this Agreement.

(l) “**Seller Conditions**” has the meaning given to such term in Section 2.10 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 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.

Buyer:

BROOKFIELD ZOO CHICAGO

By:

Jim Allen DVM

Name: Dr. Michael Adkesson

Title: President/ CEO

Seller:

THE DOLPHIN CONNECTION, INC.

By:

Mr. W.A.

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Schedule 1.1(a)

Transferred Animal(s)

Name	NOAA #	Age/Birthdate	Color	Sex	Breed
Noelani	NOA00006157	22 years; 10/30/2003	Grey	Female	Tursiops truncatus

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 The Dolphin Connection Inc., a Florida corporation (the “**Seller**”), in favor of Brookfield Zoo Chicago, an Illinois not-for-profit corporation (the “**Buyer**” and together with Seller, 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 October 30, 2025, by and among the Parties (the “**Animal Transfer Agreement**”).

RECITALS

WHEREAS, pursuant to the Animal Transfer Agreement, Seller has agreed to sell, transfer, assign, convey, and deliver to Buyer the Transferred Animal(s) and Buyer has agreed to purchase the Transferred Animal(s); and

WHEREAS, this Bill of Sale is to evidence and effect the sale of the Transferred Animal(s) by Seller to Buyer 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, Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer, all of Seller’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. Seller will use commercially reasonable efforts to execute, acknowledge, and deliver any other documents and instruments reasonably requested by Buyer 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 Sale shall be binding upon and inure to the benefit of Buyer and the successors in interest and permitted assigns of Buyer. 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 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.

Seller:

THE DOLPHIN CONNECTION, INC.

By: Robert Wagstaff

Name: Robert Wagstaff

Title: Chief Restructuring Officer

AGREED TO AND ACCEPTED:

Buyer:

BROOKFIELD ZOO CHICAGO

By: _____

Name: Dr. Michael Adkesson

Title: President/CEO

Schedule 2 to Exhibit A

NOVA Wild LLC ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 10th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Upward NOVA Wild, a Virginia 501(c)(3) nonprofit 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, 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.

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 2.8 and Section 2.10 (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 December 31, 2025. 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 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 FLAMINGOS, 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 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) The Bankruptcy Court shall have entered the Transfer Order and such Transfer Order shall not have been reversed, modified, amended, or stayed.

2.6 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.

2.7 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 Transfer Order shall not have been reversed, modified, amended, or stayed.

2.8 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, which for the avoidance of doubt shall be deemed to occur at Closing. 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 transfer of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferor to proceed with the transfer of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is a good faith purchaser of the Transferred Animals within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the protections of section 363(m) of the Bankruptcy Code, and (iii) states that the transfer 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.

(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:

Upward NOVA Wild
1228 Hunter Mill Rd.
Virginia, 22182
Attn: Elizabeth Kruckow
Email: elizabeth@novawild.org

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

Upward NOVA Wild
1228 Hunter Mill Rd.
Virginia, 22182
Attn: Mike Kerr
Email: mike@novawild.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 2.8 of this Agreement.

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

(d) “Closing” has the meaning given to such term in Section 2.3 of this Agreement.

(e) “Closing Date” has the meaning give to such term in Section 2.3 of this Agreement.

(f) “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”.

(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 3.1 of this Agreement.

(k) “Transferor Conditions” has the meaning given to such term in Section 2.10 of this Agreement.

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

(m) “Transfer Costs” has the meaning given to such term in Section 2.1 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:

Upward NOVA Wild

By: _____

Name: Elizabeth Kruckow

Title: Director

Transferor:

MS Leisure Company

By: Robert Wagstaff _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer


[signature page follows]

2

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

Transferee:

Upward NOVA Wild

BY: 
 NAME: [•] Elizabeth Kuckow
 TITLE: [•] DIRECTOR

Transferor:

MS Leisure Company

BY:

NAME: ROBERT WAGSTAFF
 TITLE: CHIEF RESTRUCTURING OFFICER

(n) ☐

[Signature page to Animal Transfer Agreement]

Schedule 1.1(a)

Transferred Animals

No.	Scientific Classification	Common Name	Specific Badge
1.	<i>Phoenicopterus ruber</i>	American flamingo	Blue 52
2.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 21
3.	<i>Phoenicopterus ruber</i>	American flamingo	Purple band
4.	<i>Phoenicopterus ruber</i>	American flamingo	Blue band
5.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 18
6.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 51
7.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 89
8.	<i>Phoenicopterus ruber</i>	American flamingo	Green 16
9.	<i>Phoenicopterus ruber</i>	American flamingo	Green 19
10.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 50
11.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 31
12.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 69
13.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 08 (bright)
14.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 02 (bright)
15.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 12 (bright)
16.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 55 (bright)
17.	<i>Phoenicopterus ruber</i>	American flamingo	Green 61
18.	<i>Phoenicopterus ruber</i>	American flamingo	Green 62
19.	<i>Phoenicopterus ruber</i>	American flamingo	Green 63
20.	<i>Phoenicopterus ruber</i>	American flamingo	Green 75

Schedule 1.1(a)**Transferred Animals**

No.	Scientific Classification	Common Name	Specific Badge
1.	<i>Phoenicopterus ruber</i>	American flamingo	Blue 52
2.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 21
3.	<i>Phoenicopterus ruber</i>	American flamingo	Purple band
4.	<i>Phoenicopterus ruber</i>	American flamingo	Blue band
5.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 18
6.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 51
7.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 89
8.	<i>Phoenicopterus ruber</i>	American flamingo	Green 16
9.	<i>Phoenicopterus ruber</i>	American flamingo	Green 19
10.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 50
11.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 31
12.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 69
13.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 08 (bright)
14.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 02 (bright)
15.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 12 (bright)
16.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 55 (bright)
17.	<i>Phoenicopterus ruber</i>	American flamingo	Green 61
18.	<i>Phoenicopterus ruber</i>	American flamingo	Green 62
19.	<i>Phoenicopterus ruber</i>	American flamingo	Green 63
20.	<i>Phoenicopterus ruber</i>	American flamingo	Green 75
21.	<i>Phoenicopterus ruber</i>	American flamingo	Green 88
22.	<i>Phoenicopterus ruber</i>	American flamingo	Orange 20
23.	<i>Phoenicopterus ruber</i>	American flamingo	Yellow 33 (bright)
24.	<i>Phoenicopterus ruber</i>	American flamingo	Green 94
25.	<i>Phoenicopterus ruber</i>	American flamingo	Orange 34
26.	<i>Phoenicopterus ruber</i>	American flamingo	Orange 47
27.	<i>Phoenicopterus ruber</i>	American flamingo	Silver band - Lady Pink

Schedule 3 to Exhibit A

Tanganyika Wildlife Park ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 5th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Tanganyika Wildlife Park, a Kansas LLC (“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, 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.

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 DONATION

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"). Such costs are for satisfaction of logistical and care-related expenses and do not constitute payment of the Donated Animals themselves.

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 2.8 and Section 2.10 (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 thirty (30) 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 Animals and the Transfer shall be deemed to occur at the Transferor's Facility (as hereinafter defined) as of the Closing.

2.3 Taxes and Fees.

Any taxes, fees, or other charges that may be applicable by reason of the transfer of the Transferred Animals under this Agreement, 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 TRANSFEREE 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) 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 Animal Transfer Agreement 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 Transfer 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, which for the avoidance of doubt shall be deemed to occur at Closing. 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 transfer of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferor to proceed with the transfer of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Transferee is a good faith Transferee of the Transferred Animals within the meaning of section 363(m) of the Bankruptcy Code and is entitled to the protections of section 363(m) of the Bankruptcy Code, and (iii) states that the transfer 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.

(d) Governmental and Similar Regulations. Transferee is in material compliance with all applicable laws, statutes, ordinances, regulations, orders, judgments, or decrees relating to the transfer, 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: Tanganyika Wildlife Park
1037 S 183rd St SW
Goddard, KS 67052
Attn: Jim Fouts
Email: jimfouts@twpark.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 2.8 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 2.7 of this Agreement.

(e) “Closing” has the meaning given to such term in Section 2.3 of this Agreement.

(f) “Closing Date” has the meaning give to such term in Section 2.3 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 3.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.10 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.

(n) “Transfer Costs” has the meaning given to such term in Section 2.1 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:

Tanganyika Wildlife Park

By: 
Name: Matt Fouts
Title: 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:

Tanganyika Wildlife Park

By: _____

Name: Matt Fouts

Title: Director

Transferor:

MS Leisure Company

Robert Wagstaff

By: _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Schedule 1.1(a)**Transferred Animals**

No.	Scientific Classification	Common Name	Name
1.	<i>Spheniscus demersus</i>	African penguin	Scuttle
2.	<i>Spheniscus demersus</i>	African penguin	Rudy
3.	<i>Spheniscus demersus</i>	African penguin	Tinker
4.	<i>Spheniscus demersus</i>	African penguin	Posey
5.	<i>Spheniscus demersus</i>	African penguin	Blueberry
6.	<i>Spheniscus demersus</i>	African penguin	Daisy
7.	<i>Spheniscus demersus</i>	African penguin	Leo
8.	<i>Spheniscus demersus</i>	African penguin	Maury
9.	<i>Spheniscus demersus</i>	African penguin	Bernie
10.	<i>Spheniscus demersus</i>	African penguin	Butler
11.	<i>Spheniscus demersus</i>	African penguin	Sly

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 Tanganyika Wildlife Park, a Kansas LLC (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 5, 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 receive the Transferred Animals; and

WHEREAS, this Animal Transfer Agreement 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 Animal Transfer Agreement shall be binding upon and inure to the benefit of Transferee and the successors in interest and permitted assigns of Transferee. This Animal Transfer Agreement is not intended to confer any rights or remedies upon any Person or entity other than the Parties hereto.

4. Governing Law. This Animal Transfer Agreement 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 Animal Transfer 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 Animal Transfer Agreement or other

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

Tanganyika Wildlife Park

By: Matt Fouts

Name: Matt Fouts

Title: Director

Schedule 4 to Exhibit A

Seattle Aquarium ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 14th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and The Seattle Aquarium Society, a Washington nonprofit 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 Animal(s) (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 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 Transfer Costs.

As consideration for Transferee's agreement to acquire the Transferred Animal(s) 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 Animal(s) 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 2.8 and Section 2.10 (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 thirty (30) days after the entry of the Sale 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) 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 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) 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 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 PURCHASER OF MARINE MAMMALS, 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 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 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 purchase 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 Sale 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 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 Sale 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 Animal(s). Transferee shall cause the Transferred Animal(s) 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 Animal(s) from the Transferor's Facility to the Transferee Facility, (ii) effectuating the removal and transfer of the Transferred Animal(s) 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 Animal(s) 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 Animal(s) 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 Animal(s) 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 Animal(s) 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 Animal(s) 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 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 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 Animal(s) from the Transferor's

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

ARTICLE IV

BANKRUPTCY COURT APPROVAL

4.1 Sale 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 “Sale 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 a good faith purchaser of the Transferred Animal(s) within the meaning of §363(m) of the Bankruptcy Code and 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 Sale Order by December 15, 2025, and Transferee shall support entry of the Sale 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 Sale 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 Sale 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 Sale 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 Sale 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

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 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

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: The Seattle Aquarium Society
 1483 Alaskan Way | Pier 59 | Seattle, WA
 98101-2051
 SeattleAquarium.org
 Attn: Lisa Hartman
 Email: l.hartman@seattleaquarium.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 2.8 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 2.7 of this Agreement.

(e) “Closing” has the meaning given to such term in Section 2.3 of this Agreement.

(f) “Closing Date” has the meaning give to such term in Section 2.3 of this Agreement.

(g) “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”.

(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) “Sale Order” has the meaning given to such term in Section 3.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.10 of this Agreement.

(m) “Transfer” means the point in time at which the Transferred Animal(s) 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.

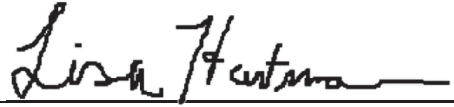
Following Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement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

The Seattle Aquarium Society

By: _____

Name: Lisa Hartman

Title: VP of Animal Care

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:

The Seattle Aquarium Society

By: _____

Name: Lisa Hartman

Title: VP of Animal Care

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	Sex	Common Name	Breed
Flounder	N/A	12 years; 5/8/2013	Male	Harbor Seal	<i>Phoca vitulina</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 (the “Transferor”), in favor of The Seattle Aquarium Society, a Washington nonprofit 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 14, 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 purchase the Transferred Animal(s); and

WHEREAS, this Bill of Sale 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 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:

The Seattle Aquarium Society

By: _____

Name: Lisa Hartman

Title: VP of Animal Care, Seattle Aquarium

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:

The Seattle Aquarium Society

By: 

Name: Lisa Hartman

Title: VP of Animal Care, Seattle Aquarium

Schedule 5 to Exhibit A

Zoo Miami ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 18th day of November, 2025, by and between MS Leisure Company (the “Transferor”), and Miami-Dade County, Florida (“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 transfer 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, sell, 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 2.8 and Section 2.10 (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 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 sale, 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, TRANSFEROR MAKES 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. TRANSFEROR HEREBY DISCLAIMS 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 ACQUIRER 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 acquire 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 convey 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.

Subject to the limitations of Florida Statute Section 768.28, 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 a good faith purchaser of the Transferred Animals within the meaning of §363(m) of the Bankruptcy Code and 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 are 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 acquisition, 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: Miami-Dade County
Zoo Miami
12400 SW 152nd Street
Miami, FL, 33177
Attn: William Elgar
Email: William.elgar@miamidade.gov

With a copy (that will not constitute notice) to: Miami-Dade County
County Attorneys Office
111 NW 1st Street
28th Floor
Miami FL 33128
Attn: Melanie Spencer
Email: melanie.spencer@miamidade.gov

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 2.8 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 2.7 of this Agreement.

(e) “Closing” has the meaning given to such term in Section 2.3 of this Agreement.

(f) “Closing Date” has the meaning give to such term in Section 2.3 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 3.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.10 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:

Miami-Dade County

By: William Elgar
Name: William Elgar
Title: Zoo Director

Transferor:

MS Leisure Company

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

Schedule 1.1(a)

Transferred Animals

Amount	Common Name	Location
2	Argentine Black and White Tegu	MS Leisure
1	Bearded Dragon	MS Leisure
1	Blue Tongued Skink	MS Leisure
1	Ball Python	MS Leisure
1	Uromastyx	MS Leisure

Exhibit A

Bill of Sale

BILL OF SALE

This BILL OF SALE (this “Bill of Sale”) is made and entered into as of November 18, 2025, by and among by and between MS Leisure Company (the “Transferor”), in favor of Miami-Dade County, Florida (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 18, 2025, by and among the Parties (the “Animal Transfer Agreement”).

RECITALS

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

WHEREAS, this Bill of Sale is to evidence and effect the sale 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 sells, 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:

Miami-Dade County

By: William Elgar

Name: William Elgar

Title: Zoo Director

Schedule 6 to Exhibit A

Dolphin Life, Inc. ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 18th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Dolphin Life, 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 2.8 and Section 2.10 (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 Transferor's Facility (as hereinafter defined) as of the Closing.

2.3 Sales and Other Taxes.

Any sale, 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 ACQUIRER OF MARINE MAMMALS, 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 acquire 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 a good faith purchaser of the Transferred Animals within the meaning of §363(m) of the Bankruptcy Code and 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

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 acquisition, 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: Dolphin Life, Inc.
31 Corrine Place
Key Largo, FL 33037
Attn: Nancy Cooper
Attn: Art Cooper
Email: nancy@dolphinlife.org
Email: art@dolphinlife.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 2.8 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 2.7 of this Agreement.
- (e) “Closing” has the meaning given to such term in Section 2.3 of this Agreement.
- (f) “Closing Date” has the meaning give to such term in Section 2.3 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 3.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.10 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:

Dolphin Life, Inc.

By: Nancy J Cooper
Name: Nancy Cooper
Title: President

Transferor:

MS Leisure Company

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

(n)

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

Transferee:

Dolphin Life, Inc.

By: _____

Name: Nancy Cooper

Title: President

Transferor:

MS Leisure Company

By: Robert Wagstaff _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Schedule 1.1(a)**Transferred Animals**

Name	NOAA #	Age/Birthdate	Sex	Breed
Zo	NOA0006359	19 years; 09/10/2006	Male	<i>Tursiops truncatus</i> (common bottlenose dolphin)
Aries	NOA0006024	23 years; 05/03/2002	Male	<i>Tursiops truncatus</i> (common bottlenose dolphin)
Ripley	NOA0003565	32 years; 10/13/1993	Male	<i>Tursiops truncatus</i> (common bottlenose dolphin)
Onyx	NOA0005861	26 years; 07/29/1999	Male	<i>Tursiops truncatus</i> (common bottlenose dolphin)

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, Florida corporation (the “Transferor”), in favor of Dolphin Life, 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 18, 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 acquire 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:

Dolphin Life, Inc.

By: _____

Name: Nancy Cooper

Title: President

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:

Dolphin Life, Inc.

By:  _____

Name: Nancy Cooper

Title: President

Schedule 7 to Exhibit A

Dolphin Research Center ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 19th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Dolphin Research Center, a 501(c)(3)-qualified non-profit organization (“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 transfer and Transferee desires to acquire 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, 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”). Upon Transfer, 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 EFFECTIVE DATE

2.1 Transfer Costs.

Transferor shall arrange for and pay the cost of lifting the Transferred Animals out of their respective tanks at Transferor’s Facility and lowering them into Transferee’s trucks (the “Lifting Expense”). Transferee shall be responsible for (i) providing the equipment required to transport

the Transferred Animals to the Transferee Facility (as hereinafter defined); (ii) transporting the Transferred animals to the Transferee Facility; and (iii) excluding the Lifting Expense, paying all costs and expenses associated with the transport of the Transferred Animals to Transferee's Facility (the "Transferee's 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 2.8 and Section 2.10 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions).

2.3 Sales and Other Taxes.

Any sale, 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, AND 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 EFFECTIVE 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 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 ANIMALS AND WILL ACQUIRE THE TRANSFERRED ANIMALS ON THE TERMS OF THIS AGREEMENT, WITH NO FURTHER DILIGENCE.

2.5 Transferor's Deliverables.

On the Effective Date, 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.

On the Effective Date, Transferee shall deliver to Transferor the Bill of Sale, duly executed by Transferee (the "Transferee's Deliverables").

2.7 Transferee Conditions to Effectiveness.

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 the Effective Date:

- (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 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 received Bill of Sale duly executed by Transferor.
- (d) Transferor shall have applied for and obtained, from the National Oceanographic and Atmospheric Administration, all approvals necessary for the lawful transfer of the Transferred Animals to Transferee.

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; 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 the Effective Date:

- (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 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 Transferor Transferee's Deliverables.

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

If, on or before December 31, 2025, any of Transferor Conditions have not been satisfied, Transferor shall elect to either: (i) waive such of those conditions as are unsatisfied; 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 fourteen (14) Business Days from the Effective Date. Except for the Lifting Expense, Transferee shall be solely responsible for (i) arranging for the transportation 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 transportation of the Transferred Animals from the Transferor's Facility to the Transferee Facility, and (iv) complying with all laws and regulations governing the transportation 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 transporting 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, and except for the Lifting Expense, 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 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, which for the avoidance of doubt, shall occur upon Transfer. 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 any act or neglect of Transferee during or after the transportation of the Transferred Animals to the Transferee Facility.

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 donation of the Transferred Animals to Transferee on the terms and conditions set forth in this Agreement and authorizes Transferor to proceed with the donation 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 donation 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 by the Effective Date (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 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, upon the Transfer 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 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 pay the Transferee's 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 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:

Dolphin Research Center
58901 Overseas Highway
Grassy Key, FL 33050
Attn: Rita Irwin
Email: rita@dolphins.org

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

KLINE & KLINE, PA
4000 Ponce de Leon Blvd. Suite 470
Coral Gables, Florida 33146
Attn: Charles C. Kline
Email: c_klinelaw@outlook.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) “Bill of Sale” has the meaning given to such term in Section 2.5 of this Agreement.
- (b) “Business Day” means any day other than Saturday, Sunday, or legal holiday in the State of Florida.
- (c) “Effective Date” means the date upon which this Agreement becomes effective pursuant to Section 2.3 of this Agreement.
- (d) “Transferee Conditions” has the meaning given to such term in Section 2.8 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 2.7 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 3.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.10 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.

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:

Dolphin Research Center

By: 

Name: Rita Irwin

Title: President & Chief Executive

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:

Dolphin Research Center

By: _____

Name: Rita Irwin

Title: President & Chief Executive

Transferor:

MS Leisure Company

By: Robert Wagstaff _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Schedule 1.1(a)**Transferred Animals**

Name	Identification #	Age/Birthdate	Color	Sex	Breed
Raleigh	NOA0006761	14 years; 7/20/2011	N/A	Male	Sea Lion
Cane	NOAA0006635	15 years; 5/15/2010	N/A	Male	Harbor Seal
Ace	NOAA0006257	20 years; 4/26/2005	N/A	Male	Harbor Seal
Clyde	NOAA0006212	21 years; 7/13/2004	N/A	Male	Sea Lion
Baby	NOA0001520	33 years; 2/23/1992	N/A	Female	Harbor Seal
JJ	NOA0003436	9/4/1976	N/A	Male	Dolphin
Samantha	NOA0003518	11/6/1986	N/A	Female	Dolphin

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 Dolphin Research Center Inc., a Florida 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 19, 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 legal title to 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, and the Transfer Order described therein, 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. This Bill of Sale is authorized by and made pursuant to the Transfer Order. 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 and Transfer Order.

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:

Dolphin Research Center

By: _____

Name: Rita Irwin

Title: President & Chief Executive Officer

Schedule 8 to Exhibit A

Sea Lion Splash, LLC ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 19th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Sea Lion Splash, LLC, a Texas limited liability company (“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 acquire 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 2.8 and Section 2.10 (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 thirty (30) 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 sale, 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 ACQUIRER OF MARINE MAMMALS, 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 acquire 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 a good faith purchaser of the Transferred Animals within the meaning of §363(m) of the Bankruptcy Code and 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 acquisition, 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: Sea Lion Splash, LLC
1027 N. Ranch Road 783
Harper, Texas 78631
Attn: James Earhart
Email: jamesearhart.je@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 2.8 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 2.7 of this Agreement.

(e) “Closing” has the meaning given to such term in Section 2.3 of this Agreement.

(f) “Closing Date” has the meaning give to such term in Section 2.3 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 3.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.10 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:

Sea Lion Splash, LLC

By: 
Name: James Earhart
Title: CEO

Transferor:

MS Leisure Company

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

(n)

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

Transferee:

Sea Lion Splash, LLC

By: _____

Name: James Earhart

Title: CEO

Transferor:

MS Leisure Company

By: Robert Wagstaff _____

Name: Robert Wagstaff

Title: Chief Restructuring Officer

Schedule 1.1(a)

Transferred Animals

Name	NOAA #	Age; Birthdate	Sex	Breed
Cali	NOAA0006636	15 years; 5/23/2010	Female	Harbor Seal
Colossus	NOA0006324	19 years; 4/15/2006	Male	Harbor Seal
Easton	NOA0006756	14 years; 7/11/2011	Male	Sea Lion, California
Mahi	NOAA0006676	15 years; 8/3/2010	Female	Sea Lion, California
Marina	NOA0010165	11 years; 7/9/2014	Female	Sea Lion, California
Moose	NOA0006058	23 years; 6/30/2002	Male	Sea Lion, California
Rogue	NOA0010485	7 years; 4/18/2018	Female	Harbor Seal
Sake	NOA0006802	13 years; 5/23/2012	Female	Sea Lion, California
Salsa	NOA0010252	21 years; 6/15/2004	Female	Sea Lion, California
Snapper	NOA0006803	13 years; 6/14/2012	Female	Sea Lion, California
Tuna	NOA0006740	14 years; 4/11/2011	Female	Sea Lion, California
Wahoo	NOA0006662	15 years; 6/30/2010	Female	Sea Lion, California

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 Sea Lion Splash, LLC, a Texas limited liability company (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 19, 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 acquire the Transferred Animals; and

WHEREAS, this Bill of Sale is to evidence and effect the sale 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:

Sea Lion Splash, LLC

By: _____

Name: James Earhart

Title: CEO

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:

Sea Lion Splash, LLC

By:  _____

Name: James Earhart

Title: CEO

Schedule 9 to Exhibit A

Indianapolis Zoo ATA

ANIMAL TRANSFER AGREEMENT

THIS ANIMAL TRANSFER AGREEMENT (this “Agreement”) is made and entered into this 17th day of November, 2025, by and between MS Leisure Company, a Florida corporation (“Transferor”), and Indianapolis Zoological Society, doing business as Indianapolis Zoo (“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 2.8 and Section 2.10 (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 thirty (30) 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 MAMMALS, 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 a good faith purchaser of the Transferred Animals within the meaning of §363(m) of the Bankruptcy Code and 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: Indianapolis Zoo
1200 W Washington Street
Indianapolis, IN 46222
Attn: Jodie Baker, VP of Animal Programs
Email: jbaker@indyzoo.com

with a copy (that will not constitute notice) to: Indianapolis Zoo
1200 W Washington Street
Indianapolis, IN 46222
Attn: Stacey Green, General Curator and
Marine Mammal Curator
Email: sgreen@indyzoo.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 2.8 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 2.7 of this Agreement.

(e) “Closing” has the meaning given to such term in Section 2.3 of this Agreement.

(f) “Closing Date” has the meaning give to such term in Section 2.3 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 3.1 of this Agreement.

(l) “Transferor Conditions” has the meaning given to such term in Section 2.10 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:

Indianapolis Zoological Society

By: Dr. Robert Shumaker
Name: Dr. Robert W. Shumaker
Title: President & CEO

Transferor:

MS Leisure Company

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

Schedule 1.1(a)**Transferred Animals**

House Name	NOAA #	Age/Birthdate	Color	Sex	Species
Cayman	NOA0006773	10/5/2011	N/A	M	Bottlenose dolphin <i>Tursiops truncatus</i>
Cobalt	NOA0006611	3/19/2010	N/A	M	
Denise	NOA0005923	9/20/1999	N/A	F	
Gemini	NOA0010186	9/6/2014	N/A	F	

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 Indianapolis Zoological Society, doing business as Indianapolis Zoo (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 17, 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:

Indianapolis Zoological Society

By: Dr. Robert Shumaker

Name: Dr. Robert W. Shumaker

Title: President & CEO