

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

COMPLEX BUSINESS LITIGATION
DIVISION

In re:

CRYSTAL CRUISES LLC, a California
limited liability company,

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

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

Case No. 2022-002757-CA-01

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

Case No. 2022-002758-CA-01

To: Assignors,

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ASSIGNEE'S MOTION (I) TO APPROVE SALE OF
ASSETS ON BOARD THE CRYSTAL ENDEAVOR VESSEL, (II) TO
APPROVE ASSET PURCHASE AGREEMENT AND RELATED DOCUMENTS,
(III) TO SHORTEN NOTICE PERIOD, AND (IV) FOR OTHER RELATED RELIEF**

**NOTICE OF OPPORTUNITY TO OBJECT
TO CREDITORS AND OTHER INTERESTED PARTIES:**

PLEASE TAKE NOTICE that, pursuant to Fla Stat. § 727.111(4), the Assignee may sell assets of the estate, as described herein, and the Court may consider these actions without further notice unless a party in interest files an objection before the hearing set to consider this motion. If you object to the relief requested in this paper, you must file your objection with the Miami-Dade County Clerk of the Court at 73 W. Flagler Street, Room 133, Miami, FL 33130, and serve a copy on the Assignee's counsel, Paul Steven Singerman, Esq. and Samuel Jason Capuano, Esq., Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131, and any other appropriate person. If you do not file an objection within the time permitted, the Assignee and the Court will presume that you do not oppose the granting of the relief requested in the paper.

Mark C. Healy (“Assignee” or “Seller”), not individually but solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises LLC (“Crystal Cruises” or “Assignor”), by and through his undersigned counsel and pursuant to Florida Statutes §§ 727.102, 727.108(1), 727.109(1), (7), and (15), and 727.111(4) and (6), and the Court’s *Order Granting Assignee’s Motion for Entry of an Order: (1) Approving Noticing Procedures, (2) Approving Proof of Claim Forms; and (3) Extending Deadline to Serve Notice of Assignment* (the “Notice Procedures Order”) entered on March 3, 2022, files this *Motion (I) to Approve Sale of Assets on board the Crystal Endeavor Vessel, (II) to Approve Asset Purchase Agreement and Related Documents, (III) to Shorten Notice Period, and (IV) for Other Related Relief* (the “Motion”). In support of the Motion, the Assignee states:

Introduction, Background, and Marketing Process

1. On February 10, 2022, the Assignor executed and delivered, and the Assignee accepted, an irrevocable assignment for the benefit of creditors to the Assignee (the “Assignment”). On February 11, 2022, a *Petition Commencing Assignment for the Benefit of Creditors* (“Petition”) was filed by the Assignee, thereby commencing the following assignment for the benefit of creditors case pursuant to Section 727 of the Florida Statutes, in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01 (the “Assignment Case”).

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

3. Schedule B attached to the Petition filed by the Assignor reflects that the estate created by the Assignment (the “Assignment Estate”) includes, *inter alia*, assets on board the Crystal Endeavor vessel (the “Ship”), including certain inventory and other items, in addition to

cash on board the Ship (collectively, the “Purchased Assets”). The Ship itself was not owned by the Assignor and does not constitute an Assignment Estate asset.

4. The Assignee has been advised that the mortgagee of the Ship, KFW IPEX-BANK GMBH (the “Bank”) will shortly be applying to the Supreme Court of Gibraltar seeking the judicial sale of the Ship by the Admiralty Marshal. In connection therewith, the Bank seeks to fund the purchase of the Purchased Assets to the current owner of the Ship, Endeavor Holdings Limited, a company incorporated under the laws of the Isle of Man (the “Buyer”).

5. The Assignee, in the exercise of his business judgment, has agreed to accept the offer to purchase the Purchased Assets by the Buyer, and to be funded by the Bank, subject to this Court’s approval. Attached hereto as **Exhibit 1** is a copy of the *Asset Purchase Agreement* dated as of July 6, 2022 and related exhibit (collectively, the “Agreement”) that the Assignee, Buyer, and Bank have negotiated and executed, subject to this Court’s approval.

6. The Agreement provides, *inter alia*, for the sale by the Assignee of Assignment Estate’s right, title, and interest in and to the Purchased Assets to the Buyer in exchange for the purchase price of \$828,884.09 (the “Purchase Price”) to be funded by the Bank through its counsel’s escrow account pursuant to the terms and conditions set forth in the Agreement (the “Transaction”).

7. The Bank has advised the Assignee that the application for the sale of the Ship (but not the Purchased Assets located on the Ship) to a new owner is to be filed imminently and will likely be scheduled to occur on or around July 15, 2022. In this sale context, the presence of certain of the Purchased Assets on the Ship including, without limitation, cash, creates an untenable situation that should be quickly resolved. Accordingly, consummation of the Transaction on an accelerated timeframe is necessary and appropriate.

8. The Assignee engaged with several interested prospective purchasers for the Purchased Assets. The Transaction represents the highest and best offer for the Purchased Assets, and the Assignee has exercised his business judgment to enter into the Agreement and consummate the Transaction, subject to this Court's approval. The Assignee respectfully requests that the Court grant this Motion in order to facilitate the sale of the Purchased Assets pursuant to the terms of the Agreement and close the sale. The Assignee also seeks entry of the Order attached hereto as **Exhibit 2**.

Material Terms of the Agreement¹

9. Pursuant to the Agreement, on the Closing Date,² the Seller, solely in his capacity as the assignee for the benefit of creditors of the Assignor, shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the Purchased Assets, for the sum of \$828,884.09 to be paid to Seller by the Bank, pursuant to the terms of the Order attached hereto as **Exhibit 2**.

10. At Closing, the Bank, for and on behalf of the Buyer, shall deliver to the Seller the Purchase Price, and the Parties will execute and deliver the Assignment and Bill of Sale and such other documents as may be reasonably requested for the purpose of facilitating the consummation of the Transaction.

11. Except as expressly set forth in the Agreement, Seller makes no representation or warranty, and assumes no responsibility with respect to, the existence, quantity, quality, value, condition, nature or use of the Purchased Assets. The sale of the Seller's right, title and interest in and to the Purchased Assets is "**as is, where is, with all faults.**"

¹ This Motion contains only a summary of some of the material terms of the Agreement. All interested parties are encouraged to review the Agreement in its entirety. In the event of any inconsistency between the terms of the Transaction set forth in this Motion and the Agreement, the terms set forth in the Agreement shall control.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

12. From and after the Closing Date and until the date falling one year after Closing, each of the Parties 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 of the Agreement and give effect to the Transaction.

13. As set forth in Section 5.3 of the Agreement, following the Closing, the Seller warrants, represents, and agrees that it will not take any action against: (i) the Ship, Buyer or Mortgagee in respect of any claims, demands, fees or set offs, whether in relation to the Purchased Assets, the Disclosed Assets or otherwise in respect of the Ship; or (ii) any future owner or operator of the Ship in respect of any claims, demands, fees or set offs solely in relation to the Purchased Assets or the Disclosed Assets, in each such case whether presently known or unknown and whether or not due or owing prior to the date of the Agreement. Nothing in the Agreement shall alter in any way any Party's right to submit, or object (including by asserting offsets) to, as the case may be, proofs of claim in the Assignment Case. The Parties agree that the Transaction shall not result in the Buyer, Mortgagee or any future owner or operator of the Ship becoming a successor (or other such similarly situated party) or becoming subject to successor liability with respect to the Seller or the Assignor, or to have de facto or otherwise merged or consolidated with or into the Seller or the Assignor.

14. The Agreement attached hereto as **Exhibit 1** contains other important terms and conditions of the Transaction and interested parties are encouraged to review the Agreement in its entirety for a complete understanding of the Agreement and the Transaction.

Relief Requested

15. Pursuant to Fla. Stat. § 727.108(1), the Assignee "shall [c]ollect and reduce to money the assets of the estate" including by public or private sale.

16. Pursuant to Fla. Stat. § 727.109(7), the Court has the power to “hear and determine a motion brought by the assignee for approval of a proposed sale of assets of the estate other than in the ordinary course of business ...” Further, the Court is authorized to “[e]xercise any other powers that are necessary to enforce or carry out the provisions of this chapter.” Fla. Stat. § 727.109(15).

17. The Assignee, in the exercise of his business judgment, believes that the Transaction is in the best interest of the Assignment Estate and its creditors. The sale of the Purchased Assets to the Buyer allows the Assignee to monetize the Purchased Assets for the benefit of the creditors of the Assignment Estate for an amount in excess of any other available alternative.

18. Fla. Stat. § 727.111(4) provides for 21 days’ notice of a proposed sale of assets of the estate other than in the ordinary course of business. However, pursuant to Fla. Stat. § 727.111(6), the Court has the power, for good cause shown and without notice or hearing, to “shorten the notice or negative notice period or limit the parties to whom notice or negative notice need be given” in connection with the noticing and approval of the sale of assets of the estate.

19. Given the location of the Purchased Assets, including cash, on the Ship, the Assignee submits that good cause exists to shorten the notice period to no more than 7 days, and that such notice is necessary and appropriate in the circumstances, is in the best interests of the Assignment Estate and creditors, and is authorized by Fla. Stat. § 727.111(6).

20. As set forth in the Order attached hereto as **Exhibit 2**, the Assignee requests that in approving the Agreement and the Transaction, including the sale of the Purchased Assets to the Buyer, that the Court find and order, *inter alia*, that:

i. Proper, timely, and sufficient notice of this Motion, the hearing on this Motion (the “Hearing”), and the Transaction, was provided to creditors and interested parties in accordance with Fla. Stat. § 727.111(4) and (6) and the Notice Procedures Order, and no other or further notice is necessary or required;

ii. The Purchase Price constitutes the highest and best offer for the Purchased Assets and the terms and conditions of the Transaction are fair and reasonable, including the amount and form of the Purchase Price, which is found to constitute reasonably equivalent and fair value for the Purchased Assets;

iii. The Buyer, Bank, and any future owner or operator of the Ship are not successors-in-interest to the Assignor, Assignee, or Assignment Estate, and the Transaction does not effectuate a *de facto* merger between the Assignor, Assignee, or the Assignment Estate, on the one hand, and, Buyer, Bank, or any future owner or operator of the Ship on the other hand;

iv. The terms of the Transaction are fair and reasonable under the circumstances, and the Assignee, Buyer, and Bank negotiated the terms and conditions of the Agreement in good faith and at arm’s length;

v. The Transaction constitutes the highest and best offer for the Purchased Assets and will provide greater overall value for the Assignment Estate and creditors than would be provided by any other available alternative, and the Assignee’s determination that the Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Assignee’s business judgment;

vi. Approval of the Motion and the Agreement and the consummation of the Transaction are in the best interests of the Assignment Estate and its creditors;

vii. The Assignee has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the sale of the Purchased Assets as set forth in the Agreement;

viii. The Assignee has full power and authority to execute and consummate the Agreement and all related documents and no consents or approvals are required to consummate the Transaction;

ix. As of the Closing Date, the transfer of the Purchased Assets to the Buyer will be a legal, valid, and effective transfer thereof, and vests the Buyer with all right, title, and interest of the Assignment Estate in and to the Purchased Assets.

Conclusion

21. For the reasons set forth herein, the Agreement and the Transaction represent the highest and best offer for the Purchased Assets and the best opportunity for the Assignee to monetize the Assignment Estate's interest in the Purchased Assets.

22. Accordingly, entry of the Order attached hereto as **Exhibit 2**, approval of the Agreement and the Transaction, and a shortening of the notice period, are in the best interests of the Assignment Estate and creditors.

WHEREFORE, the Assignee respectfully requests the Court enter an Order, in the form attached hereto as **Exhibit 2**: (i) granting this Motion; (ii) approving the Agreement and the Transaction in their entirety; (iii) authorizing the Assignee to execute the Agreement and close the sale of the Purchased Assets; (iv) shortening the notice period with respect to the Transaction as described herein; and (v) granting such other and further relief as the Court deems just and proper.

Dated: July 6, 2022

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

By: /s/ Samuel J. Capuano
Paul Steven Singerman
Florida Bar No. 378860
singerman@bergersingerman.com
Samuel J. Capuano
Florida Bar No. 90946
scapuano@bergersingerman.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing was served via the Florida Court's e-Filing Portal on July 6, 2022 to all parties that have entered an appearance in this case; on counsel for the Assignors, Adam Losey, Esq., Losey PLLC, 1420 Edgewater Drive, Orlando, FL 32804, via email to alosey@losey.law; via email to cbl44@jud11.flcourts.org pursuant to CBL Rule 2.2; and via e-mail to all creditors and interested parties on the e-mail service list pursuant to the Notice Procedures Order.

By: /s/ Samuel J. Capuano
Samuel J. Capuano

EXHIBIT 1
(Agreement)

Dated July 6 , 2022

**MARK C. HEALY, NOT INDIVIDUALLY BUT SOLELY IN HIS CAPACITY AS
ASSIGNEE FOR THE BENEFIT OF CREDITORS OF CRYSTAL CRUISES, LLC
as Seller**

and

**ENDEAVOR HOLDINGS LIMITED
as Buyer**

and

**KFW IPEX-BANK GMBH
as Mortgagee**

ASSET PURCHASE AGREEMENT

 **NORTON ROSE FULBRIGHT**

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THIS AGREEMENT dated July 6, 2022 is made between:

- (1) **MARK C. HEALY**, not individually but solely in his capacity as assignee for the benefit of creditors of Crystal Cruises, LLC (**Seller**);
- (2) **ENDEAVOR HOLDINGS LIMITED**, a company incorporated under the laws of the Isle of Man (**Buyer**); and
- (3) **KFW IPEX-BANK GMBH**, a company incorporated under the laws of Germany, in its capacity as mortgagee of the Ship (as defined below) (**Mortgagee**).

WHEREAS:

- (A) Crystal Cruises, LLC (**Crystal Cruises** or **Assignor**) was engaged in, among other things, operating cruises on the vessel known as "*Crystal Endeavor*" (the **Ship**). The Buyer is the owner of the Ship.
- (B) On February 10, 2022, the Assignor executed and delivered, and the Seller accepted, an irrevocable assignment for the benefit of creditors pursuant to Chapter 727 Florida Statutes. On February 11, 2022, the Seller filed a Petition Commencing an Assignment for the Benefit of Creditors for the Assignor in the Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida (the **Court**), commencing the assignment for the benefit of creditors case pursuant to Section 727 Florida Statutes: In re Crystal Cruises LLC, Case No. 2022-002742-CA-01 (the **Crystal Cruises Case** or the **Assignment Case**).
- (C) On the terms and conditions of this Agreement, and subject to the entry of the Sale Order (as defined below) by the Court, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, Buyer, Seller and Mortgagee hereby agree as follows:

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in:

- (a) the State of Florida, United States of America;

- (b) Frankfurt am Main, Germany; and
- (c) London, United Kingdom.

Contemplated Transaction has the meaning given to it in Section 2.1.

Disclosed Assets means the spare parts, consumables, inventory and other goods that are attributable to the Ship and: (a) stored at the premises of MV Werften in either Wismar, Germany or Stralsund, Germany; and/or (b) disclosed in the spreadsheets and other lists enclosed with the letter from Ince (Gibraltar) Limited to Triay Lawyers of 21 June 2022 in respect of the Ship.

Escrow Account means the bank account with the following details:

Bank City/State: 201 Milan Parkway Birmingham, AL 35211-6946
Bank Routing No.: 062 005 690
Account Name: Trenam Kemker Wire Clearing Account
Account No.: 007 922 4970
SWIFT Code: UPNBUS44
Trenam Matter: 221838/KfW-Crystal/LRF

Other Crystal Company means each of Crystal Holdings U.S., LLC (a Delaware limited liability company) and Crystal Aircruises, LLC (a Florida limited liability company) and **Other Crystal Companies** means both of them.

Party means a party to this Agreement.

Purchased Assets means Seller's right, title and interest, if any, in and to:

- (a) all cash and cash equivalents on board the Ship as at the Closing Date; and
- (b) all of Crystal Cruises' spare parts, consumables, inventory and other goods that are in each case on board the Ship as at the Closing Date, including without limitation all wine, beer and liquor (to the extent Seller can legally sell and transfer its interest if any in and to the same in compliance with applicable law and regulations).

Sale Order means an order, judgment, or other ruling entered by the Court, among other things:

- (a) approving this Agreement;
- (b) authorizing the sale of the Purchased Assets to Buyer; and
- (c) authorizing the Contemplated Transaction (as defined below).

Taxes means all federal, state or local and all foreign taxes, including income, gross receipts, windfall profits, value added, severance, property, production, sales, use, duty, license, excise, escheat or unclaimed property (whether or not considered a tax under applicable law) or other tax, franchise, employment, withholding or similar taxes, together with any interest, additions or penalties with respect thereto and any interest with respect to such additions or penalties.

1.2 Interpretation

- (a) Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.
- (b) Whenever the words **include**, **includes** or **including** are used in this Agreement, they shall be deemed followed by the words “without limitation.”
- (c) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against a Party, whether under any rule of construction or otherwise.
- (d) The captions and section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- (e) All references in this Agreement to **Section** or **Article** shall be deemed to be references to a Section or Article of this Agreement. All references to **herein** or **hereof** or **hereunder** and similar phrases shall be broadly construed to refer to the entire Agreement and not merely to the specific clause, section, or article.

2 Sale and purchase of Purchased Assets

2.1 Agreement to sale and purchase of Purchased Assets

Subject to the terms and conditions of this Agreement, including the entry of the Sale Order, Seller hereby sells, assigns, transfers and conveys to Buyer at the Closing, and Buyer hereby purchases and acquires from Seller at the Closing, all of Seller’s right, title and interest in and to all of the Purchased Assets (the **Contemplated Transaction**).

2.2 Passage of title

Upon the Closing:

- (a) Seller’s right, title and interest in and to all Purchased Assets and risk of loss with respect thereto passes to Buyer;

- (b) Seller shall grant to Buyer Seller's right of possession, if any, with respect to all of the Purchased Assets, provided that all Purchased Assets will be deemed delivered in their respective locations at Closing; and
- (c) upon Buyer's or Mortgagee's written request, Seller will execute assignments, conveyances and/or bills of sale reasonably requested by Buyer or Mortgagee to convey to Buyer all of Seller's right, title and interest in and to all of the Purchased Assets, as well as such other instruments of conveyance as Buyer or Mortgagee may reasonably deem necessary to effect or evidence the transfers contemplated hereby.

2.3 Condition of the Purchased Assets

- (a) Seller makes no representation or warranty, and assumes no responsibility with respect to, the existence, quantity, quality, value, condition, nature or use of the Purchased Assets, and Seller's right, title and interest in the Purchased Assets is sold "AS IS" "WHERE IS" and "WITH ALL FAULTS". BUYER ACKNOWLEDGES TO SELLER THAT BUYER HAD THE OPPORTUNITY PRIOR TO CLOSING TO CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND BUYER'S ACQUISITION THEREOF. BUYER FURTHER WARRANTS AND REPRESENTS TO SELLER THAT BUYER WILL RELY SOLELY ON ITS OWN REVIEW AND OTHER INSPECTIONS AND INVESTIGATIONS IN THIS TRANSACTION AND NOT UPON THE INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES WITH RESPECT THERETO. BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS RELATING TO THE PHYSICAL CONDITION OF THE PURCHASED ASSETS, INCLUDING, BUT NOT LIMITED TO, LATENT OR PATENT DEFECTS, MAY NOT HAVE BEEN REVEALED BY BUYER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.
- (b) Seller represents that, except as contemplated by this Agreement, he has not previously sold or transferred the Purchased Assets to any party other than Buyer.
- (c) Seller represents that, to the best of his knowledge as at the date of this Agreement, he has received no written demand to enforce an adverse third party claim in respect of title to the Purchased Assets or the Disclosed Assets.

3 Purchase Price and payments

3.1 Purchase Price

The purchase price for Seller's right, title and interest in the Purchased Assets shall be United States \$828,884.09, payable to Seller in immediately available funds at the Closing (the

Purchase Price). The Purchase Price shall be pre-positioned in escrow by payment to the Escrow Account not less than one Business Day prior to July 14, 2022.

3.2 Closing

The consummation of the Contemplated Transaction (the **Closing**) will take place at a closing to be held on the date (the **Closing Date**) falling one Business Day after entry of the Sale Order by the Court, at the offices of Seller or at such place, or by such other means of exchanging documents, as may be agreed to by Buyer or Mortgagee and Seller (which may include a “remote” closing effected by means of electronic transfer of documents and signatures).

4 Closing obligations

4.1 Buyer’s closing obligations

At the Closing, Mortgagee shall for and on behalf of Buyer deliver to Seller (or procure that there be delivered to Seller) the Purchase Price, payable from the Escrow Account by wire transfer of immediately available funds to such account or accounts as may be designated in writing by Seller prior to the Closing Date.

4.2 Seller’s closing obligations

At the Closing, Seller shall deliver to Buyer a bill of sale conveying Seller’s right, title and interest in the Purchased Assets, in the form attached as Exhibit A hereto, and such other documents as Buyer or Mortgagee may reasonably request for the purpose of facilitating the consummation of the Contemplated Transaction.

5 Covenants

5.1 Further assurances

From and after the Closing Date and until the date falling one year after Closing, each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions (at Mortgagee’s (for and on behalf of Buyer) reasonable request and sole risk and expense) to carry out the provisions hereof and give effect to the Contemplated Transaction. Each of the Parties expressly agrees that this Agreement shall remain in full force and effect, and fully enforceable in accordance with its terms, notwithstanding the sale and passage of title to the Ship prior to the Closing of this Agreement. Each of the Parties agrees to support entry of the Sale Order.

5.2 Taxes

Mortgagee shall (for and on behalf of Buyer) pay all Taxes imposed on and/or related to the Purchased Assets (if any) to the appropriate taxing authority including, without limitation, any transfer, gains, sales, use, stock transfer and stamp tax resulting from the sale of the Purchased Assets under this Agreement (the **Transfer Taxes**). Mortgagee shall (for and on behalf of Buyer) provide to Seller documentation of each Transfer Tax payment made by Mortgagee (for and on behalf of Buyer) within ten (10) Business Days after the date that Mortgagee (for and on behalf of Buyer) made such Transfer Tax payment. Mortgagee (for and on behalf of Buyer) will indemnify Seller for any Transfer Tax liabilities imposed on and/or related to the Purchased Assets. Mortgagee (for and on behalf of Buyer) and Seller will work in good faith to prepare and file all Transfer Tax-related documents related to the Purchased Assets.

5.3 Waiver of claims; no successor liability

- (a) Upon payment of the Purchase Price and the occurrence of Closing, Seller warrants, represents and agrees in favour of Buyer and Mortgagee that it will not take (and will not take in respect of any Other Crystal Company) any action against:
- (i) the Ship, Buyer or Mortgagee in respect of any claims, demands, fees or set offs, whether in relation to the Purchased Assets, the Disclosed Assets or otherwise in respect of the Ship; or
 - (ii) any future owner or operator of the Ship in respect of any claims, demands, fees or set offs solely in relation to the Purchased Assets or the Disclosed Assets,

in each such case whether presently known or unknown and whether or not due or owing prior to the date of this agreement. Nothing in this agreement shall alter in any way any Party's right to submit, or object (including by asserting offsets) to, as the case may be, proofs of claim in the Assignment Case.

- (b) The Parties agree that the Contemplated Transaction shall not result in the Buyer, Mortgagee or any future owner or operator of the Ship becoming a successor (or other such similarly situated party) or becoming subject to successor liability with respect to the Seller or the Assignor, or to have *de facto* or otherwise merged or consolidated with or into the Seller or the Assignor.

6 Miscellaneous

6.1 Expenses

Each of the Parties shall bear its own expenses (including attorneys' fees) in connection with the negotiation of this Agreement.

6.2 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.2):

(a) If to Seller:

Michael Moecker & Associates, Inc.
1885 Marina Mile Blvd., Suite 103
Fort Lauderdale, FL 33315
United States of America

Attention: Mark C. Healy
Telephone: +1 (954) 252-1560
Email: mhealy@moecker.com

With copy to:

Paul Steven Singerman
Samuel J. Capuano
Berger Singerman LLP
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
United States of America

Telephone: +1 (305) 755-9500
Email: singerman@bergersingerman.com / scapuano@bergersingerman.com

(b) If to Buyer:

c/o Alvarez & Marsal Asia Limited
Room 405-7, St. George's Building
2 Ice House Street
Central
Hong Kong

Attention: Edward Middleton / Tiffany Wong
Telephone: +852 9188 0738 / +852 5637 6782
Email: emiddleton@alvarezandmarsal.com / twong@alvarezandmarsal.com

(c) If to Mortgagee:

KfW IPEX-Bank GmbH
Palmengartenstrasse 5-9
60325 Frankfurt am Main
Germany

Attention: Tobias Rodewald / Achim Biesenbach
Email: projectg_ipex@kfw.de

6.3 Entire agreement

This Agreement constitutes the entire agreement and understanding of the Parties and there are no agreements or commitments with respect to the Contemplated Transaction except as set forth in this Agreement. This Agreement supersedes any prior offer, agreement or understanding between the Parties with respect to the Contemplated Transaction.

6.4 Amendments, waivers

Any term or provision of this Agreement may be amended only by an instrument in writing signed by the Parties. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the Party to be bound by such waiver. No waiver by a Party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

6.5 Counterparts

For the convenience of the Parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the

same instrument. Facsimile or electronically transmitted signatures to this Agreement shall be as valid and binding as a signed original.

6.6 Benefit and burden

This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against, the Parties and their respective successors and permitted assigns. Except as expressly provided herein, the rights and obligations of a Party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other Parties.

6.7 Governing law and jurisdiction

- (a) This Agreement and any non-contractual obligations connected with it are governed by Florida law.
- (b) The Court has exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**). The Parties agree that the Court is the most appropriate and convenient court to settle Disputes and accordingly no Party will argue to the contrary.
- (c) IN CONNECTION WITH THE FOREGOING, AND IN CONSIDERATION OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND AS A MATERIAL INDUCEMENT FOR THE ENTRY INTO THIS AGREEMENT, EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES AND RELINQUISHES ITS RIGHT TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, CAUSE OF ACTION OR ACTION BASED UPON OR ARISING HEREUNDER OR ANYWAY CONNECTED WITH OR RELATED TO THE TRANSACTIONS REFERENCED HEREIN OR THE ACTIONS OF THE PARTIES. EACH PARTY REPRESENTS IT WAS REPRESENTED BY COUNSEL IN CONNECTION WITH THE FOREGOING WAIVER.

6.8 Severability

If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the Parties, and the remainder of this Agreement will remain in full force and effect.

6.9 Third party rights

Except as otherwise expressly provided herein, this Agreement is intended to be solely for the benefit of the Parties hereto and is not intended to confer, and shall not be deemed to confer, any

benefits upon, or create any rights in or in favour of, any person other than the Parties hereto, and their respective permitted assigns, provided that any future owner or operator of the Ship may rely on Section 5.3 (and such Section is intended to be enforceable by any future owner or operator of the Ship) as though it were a party to this Agreement.

6.10 Execution by Buyer

Each of the directors of Buyer have signed this Agreement as agents for and on behalf of the Buyer. Neither they, their firm, their and their firm's members, partners, directors, officers, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Parties; or in respect of any failure on the part of the Parties to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any document or assurance made pursuant to this Agreement.

6.11 Power and authority

Subject to entry of the Sale Order, each of the Parties to this Agreement have the requisite power and authority to enter into and deliver this Agreement. The consummation of the Contemplated Transaction has been duly and validly authorized by each Party and will not, in any material respect, violate, conflict with, or result in a default under any law, regulation, order, judgment, agreement or understanding to which Mortgagee is subject or bound.

6.12 Attorneys' fees

Should a suit be brought to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees (including costs, expenses and fees on any appeal). The prevailing Party will be entitled to recover its costs of suit or arbitration, as applicable, regardless of whether such suit proceeds to a final judgment or award.

[Signature Page Follows.]

Exhibit A – Bill of Sale

[Attached.]

ASSIGNMENT AND BILL OF SALE AGREEMENT

This ASSIGNMENT AND BILL OF SALE AGREEMENT (this “*Agreement*”), dated as of July [•], 2022, is made and entered into by and between Mark C. Healy (“*Seller*”), not individually but solely in his capacity as assignee for the benefit of creditors of Crystal Cruises, LLC, and (2) Endeavor Holdings Limited, a company incorporated under the laws of the Isle of Man (the “*Buyer*”). The Seller and the Buyer are sometimes referred to herein collectively as the “*Parties*”.

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated July [•], 2022 (“*APA*”)¹, pursuant to which, among other things, the Seller will sell, assign, transfer and convey to Buyer at the Closing, and Buyer will purchase and acquire from Seller at the Closing, all of Seller’s rights, title and interests in and to the Purchased Assets, all on the terms and subject to the conditions set forth in the APA;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller the Purchased Assets (the “*Acquired Assets*”), all on the terms and subject to the conditions set forth herein; and

WHEREAS, as required by, and in accordance with, Section 4.2 of the APA, the Parties are executing and delivering this Agreement at the Closing.

AGREEMENT

In consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein and in the APA, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement, intending to be legally bound by the terms hereof, hereby agree as follows:

1. Sale and Purchase of Acquired Assets. As contemplated by Section 2 of the APA, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby sells, assigns, bargains, transfers, conveys, grants, sets over and delivers (the “*Transfer*”) to Buyer, and Buyer purchases from Seller, all of Seller’s right, title and interest in and to the Acquired Assets, to have and hold for Buyer’s own use and the use of its successors and assigns forever, effective as of the Closing (the “*Effective Time*”). Effective as of the Effective Time, Buyer hereby accepts the Transfer of all of the Seller’s right, title and interest in and to all of the Acquired Assets. From and after the execution and delivery of this Agreement, Seller shall have no right, title or interest in, to or under any of the Acquired Assets.

¹ Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the APA.

2. Closing Consideration. In consideration for the sale of the Acquired Assets, Buyer and Seller hereby agree that the Purchase Price for the transfer and assignment of the Acquired Assets will be United States \$828,884.09, payable in immediately available funds at the Closing.

3. Cooperation. Subject to the terms of the APA, Buyer and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale and purchase of the Acquired Assets.

4. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any other person other than Seller and Buyer, and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions of this Agreement, and all the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of Seller and Buyer, and their respective successors and assigns.

5. Binding Effect. This instrument shall be binding upon and inure to the benefit of Seller and Buyer, and each of their respective successors and assigns, effective upon the delivery by Buyer and Seller of executed counterparts to this Agreement. Except as expressly provided in the APA or herein, the rights and obligations of a Party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other Party.

6. Choice of Law. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflicts of laws principles that would require the application of any other law and, where appropriate, applicable federal Law. All claims and disputes arising under or in connection with this Agreement, whether for or in respect of, breach of contract, tort, equity, or otherwise, shall be adjudicated exclusively in the court before which the Assignment Case is pending, and each Party hereby consents to the jurisdiction of such court.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

8. Control. In the case of any conflict or inconsistency between the terms of this Agreement and the terms of the APA, the terms of the APA shall govern and control. Representations, warranties, and disclaimers applicable to this Agreement are exclusively set forth in the APA and incorporated herein by this reference

9. Further Assurances. Subject to the terms of the APA, from and after the Closing Date, each Party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further instruments, consents and other documents, and take, or cause to be taken, such further actions, as may be reasonably required to effect or evidence the transactions contemplated by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Assignment and Bill of Sale Agreement as of the date first above written.

SELLER:
**MARK C. HEALY, NOT INDIVIDUALLY, BUT
SOLELY IN HIS CAPACITY AS ASSIGNEE FOR
THE BENEFIT OF CREDITORS OF CRYSTAL
CRUISES, LLC**

By: _____
Name: Mark C. Healy
Title: Assignee

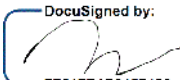
BUYER:
ENDEAVOR HOLDINGS LIMITED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their duly authorised representatives.

Seller

**MARK C. HEALY, NOT INDIVIDUALLY)
BUT SOLELY IN HIS CAPACITY AS)
ASSIGNEE FOR THE BENEFIT OF)
CREDITORS OF CRYSTAL CRUISES, LLC)**

DocuSigned by:

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Buyer

ENDEAVOR HOLDINGS LIMITED)

Mortgagee

KFW IPEX-BANK GMBH)

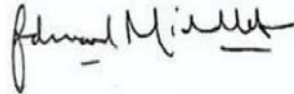
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their duly authorised representatives.

Seller

MARK C. HEALY, NOT INDIVIDUALLY)
BUT SOLELY IN HIS CAPACITY AS)
ASSIGNEE FOR THE BENEFIT OF)
CREDITORS OF CRYSTAL CRUISES, LLC)

Buyer

ENDEAVOR HOLDINGS LIMITED)



Edward Simon Middleton
Director

Mortgagee

KFW IPEX-BANK GMBH)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement by their duly authorised representatives.

Seller

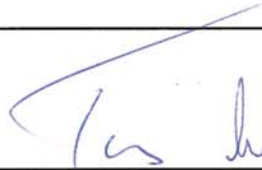
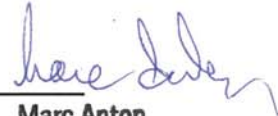
MARK C. HEALY, NOT INDIVIDUALLY)
BUT SOLELY IN HIS CAPACITY AS)
ASSIGNEE FOR THE BENEFIT OF)
CREDITORS OF CRYSTAL CRUISES, LLC)

Buyer

ENDEAVOR HOLDINGS LIMITED)

Mortgagee

KFW IPEX-BANK GMBH)

Andreas Treede
Director

Marc Anton
Assistant Vice President

EXHIBIT 2
(Proposed Order)

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

COMPLEX BUSINESS LITIGATION
DIVISION

In re:

CRYSTAL CRUISES LLC, a California
limited liability company,

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

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

Case No. 2022-002757-CA-01

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

Case No. 2022-002758-CA-01

Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ORDER GRANTING ASSIGNEE’S MOTION (I) TO APPROVE SALE
OF ASSETS ON BOARD THE CRYSTAL ENDEAVOR VESSEL, (II) TO
APPROVE ASSET PURCHASE AGREEMENT AND RELATED DOCUMENTS,
(III) TO SHORTEN NOTICE PERIOD, AND (IV) FOR OTHER RELATED RELIEF**

THIS MATTER came before the Court for hearing on July 13, 2022 at 9:30 a.m. (the “Hearing”) upon the *Assignee’s Motion (I) to Approve Sale of Assets on board the Crystal Endeavor Vessel, (II) to Approve Asset Purchase Agreement and Related Documents, (III) to Shorten Notice Period, and (IV) for Other Related Relief* (the “Motion”) filed on July 6, 2022 by Mark C. Healy (the “Assignee”), not individually, but solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises LLC (“Crystal Cruises” or “Assignor”). The Court, having reviewed the Motion and the record in this case, having heard argument of counsel at the Hearing, finding that notice of the Motion and the Hearing was properly served on interested parties as required by Fla. Stat. § 727.111(4) and (6), [noting that no objection to the Motion was

filed or made at the Hearing by any party,] finding that the relief requested in the Motion is in the best interests of the estate of the Assignor (the “Assignment Estate”), and otherwise finding that good and sufficient cause exists for granting the relief set forth herein, makes the following findings:

Jurisdiction

A. The Court has jurisdiction over this matter pursuant to Chapter 727 of the Florida Statutes. The statutory predicates for the relief granted herein include Fla. Stat. §§ 727.102; 727.108(1); 727.109(1), (7), and (15); and 727.111(4) and (6).

B. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the *Asset Purchase Agreement* dated as of July 6, 2022 (the “Agreement”) providing for, *inter alia*, the sale of the Purchased Assets¹ to the Buyer, as set forth in the Agreement attached as **Exhibit 1** to the Motion, all amendments thereto and any waivers and consents thereunder and each of the agreements and other documents executed in connected therewith, and to adjudicate, if necessary, any and all disputes involving the Agreement, the transaction contemplated by the Agreement (the “Transaction”), and related documents.

Proper Notice of the Motion and Hearing

C. Proper, timely, and sufficient notice of the Motion, Hearing, and Transaction was provided to creditors and interested parties in accordance with Fla. Stat. § 727.111(4) and (6) and the Court’s *Order Granting Assignee’s Motion for Entry of an Order: (1) Approving Noticing Procedures, (2) Approving Proof of Claim Forms; and (3) Extending Deadline to Serve Notice of Assignment* (the “Notice Procedures Order”) entered on March 3, 2022. No other or further notice

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

of the Motion, Hearing, or Transaction is necessary or required. Good cause has been shown to shorten the notice period pursuant to Fla. Stat. § 727.111(6).

Highest and Best Offer

D. The Purchase Price is the highest and best offer for the Purchased Assets and the terms and conditions of the Transaction are fair and reasonable, including the amount and form of the Purchase Price, which is found to constitute reasonably equivalent and fair value for the Purchased Assets.

E. The terms of the Transaction are fair and reasonable under the circumstances, and the Assignee, Buyer, and Bank negotiated the terms and conditions of the Agreement in good faith and at arm's length.

F. The Transaction constitutes the highest and best offer for the Purchased Assets and will provide greater overall value for the Assignment Estate and its creditors than would be provided by any other available alternative, and the Assignee's determination that the Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Assignee's business judgment.

G. The Assignee has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the sale of the Purchased Assets to the Buyer as set forth in the Agreement.

Validity of Transfer

H. The consideration provided for the Purchased Assets, pursuant to the Agreement: (1) is fair and reasonable; (2) is the highest and otherwise best offer for the Purchased Assets; and (3) constitutes fair market value.

I. The Buyer, Bank, and any future owner or operator of the Ship shall not be deemed, as a result of any action taken in connection with the Agreement, to: (1) be a successor (or other such similarly situated party) to the Assignor, Assignee, or Assignment Estate; or (2) have, *de facto* or otherwise, merged or consolidated with or into the Assignor, Assignee, or Assignment Estate.

J. The Assignee has full power and authority to execute and consummate the Agreement and all related documents and no consents or approvals are required to consummate the Transaction.

K. As of the Closing Date, the transfer of the Purchased Assets to the Buyer will be a legal, valid, and effective transfer thereof, and vests the Buyer with all right, title, and interest of the Assignment Estate in and to the Purchased Assets.

L. Approval of the Motion and the Agreement and the consummation of the Transaction are in the best interests of the Assignment Estate and its creditors.

M. Given all of the factual circumstances, and the adequacy and fair value of the Purchase Price, the Agreement and Transaction constitute a reasonable and sound exercise of the Assignee's business judgment and are approved.

Accordingly, it is **ORDERED** and **ADJUDGED** as follows:

1. The Motion is **GRANTED**. The Agreement, exhibit thereto and all ancillary documents, and all terms and conditions thereof, are authorized and approved in all respects.

2. The notice period is shortened pursuant to Fla. Stat. § 727.111(6).

3. The Assignee is authorized, empowered, and directed to take any and all actions necessary or appropriate to: (a) consummate the Transaction in accordance with the terms and conditions of the Agreement, (b) close the Transaction, and (c) execute and deliver, perform under,

consummate, implement, and fully close the Agreement, together with additional instruments and documents that the Buyer, Bank or Assignee may deem reasonably necessary or desirable to implement the Agreement and the Transaction, all without further order of this Court.

4. This Order shall be binding in all respects upon the Assignee, Assignor, Assignment Estate and all of its creditors and stakeholders, holders of any claim (known or unknown) against the Assignor and Assignment Estate, holders of Liens against, in or on all or any portion of the Purchased Assets, the Buyer, the Bank, and all successors and assigns of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in any chapter 7 or 11 bankruptcy case that may be filed by the Assignor.

5. The Assignee is authorized to sell and transfer the Purchased Assets to the Buyer as set forth in the Agreement, which the Court finds to be in the best interests of the Assignment Estate. This Order is and shall be sufficient evidence of the transfer of title to the Purchased Assets and no further documentation of title is necessary; however, the Assignee is authorized to execute further documents to transfer title to the Purchased Assets as reasonably requested by the Buyer or the Bank pursuant to the Agreement.

6. Adequate notice was provided of the Motion, Hearing, and the Transaction, and no further notice is necessary or required. Good cause was shown for the shortening of the notice period pursuant to Fla. Stat. § 727.111(6).

7. The Transaction does not cause there to be, and there is not: (a) a consolidation, merger, or *de facto* merger of the Buyer, Bank, or any future owner or operator of the Ship, on the one hand, with or into the Assignor, Assignee, or Assignment Estate, on the other hand, or vice versa; (b) a substantial continuity between the Buyer, Bank, or any future owner or operator of the Ship, on the one hand, and the Assignor, Assignee, or Assignment Estate, on the other hand; (c) a

common identity between the Buyer, Bank, or any future owner or operator of the Ship, on the one hand, and the Assignor, Assignee, or Assignment Estate, on the other hand; or (d) a mere continuation of the Assignor, Assignee, or Assignment Estate, on the one hand, with the Buyer, Bank, or any future owner or operator of the Ship, on the other hand.

8. Nothing in the Agreement shall alter in any way any Party's right to submit, or object (including by asserting offsets) to, as the case may be, proofs of claim in the Assignment Case.

9. The failure specifically to include any particular provision of the Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety.

10. The Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, in a writing signed by such parties, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Assignment Estate.

11. The Assignee is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Agreement. Nothing contained in any order entered in this case or in any subsequent or related proceeding in any court subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

12. From and after the Closing Date and until the date falling one year after Closing, each of the Parties 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 of the Agreement and give effect to the Transaction.

13. The Court retains exclusive jurisdiction to: (a) interpret, implement, and enforce the Agreement, all related documents, any amendments thereto, and this Order, and (b) adjudicate any disputes arising from or relating to the Agreement or any other matters pertaining to the Transaction.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida on _____, 2022.

Hon. Alan S. Fine
CIRCUIT COURT JUDGE