

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

In re:

COMPLEX BUSINESS LITIGATION
DIVISION

CRYSTAL CRUISES LLC, a California
limited liability company,

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

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

Case No. 2022-002757-CA-01

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

Case No. 2022-002758-CA-01

Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ASSIGNEE'S MOTION TO APPROVE SETTLEMENT AND RELEASE AGREEMENT
WITH RESORTS WORLD MIAMI, LLC AND RESORTS WORLD OMNI, LLC**

**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 enter into and consummate the settlement described herein, and the Court may consider these actions without further notice or hearing unless a party in interest files an objection within 21 days from the date this paper is served. 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 N. Mascia, Esq., 135 W. Central Blvd., Ste. 300, Orlando, Florida 32801, and any other appropriate person. If you file and serve an objection within the time permitted, the Court shall schedule a hearing and notify you of the scheduled hearing. 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 (the “Assignee”), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises, LLC (“Crystal Cruises”) (the “Assignor”), by and through his undersigned counsel and pursuant to Florida Statutes §§ 727.102, 727.108(10), 727.109(1), (4), (7), and (15), 727.111(4), 727.114, files this *Motion to Approve Settlement and Release Agreement with Resorts World Miami, LLC and Resorts World Omni, LLC* (the “Motion”). In support of the Motion, the Assignee states:

Background

1. On February 10, 2022, the Assignor executed and delivered, and the Assignee accepted, irrevocable assignments for the benefit of creditors to the Assignee (collectively, the “Assignments”). On February 11, 2022 (the “Petition Date”), a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee for each of the Assignor and two of its affiliates, thereby commencing the following assignment for the benefit of creditors cases pursuant to Section 727 of the Florida Statutes, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “Court”): *In re Crystal Cruises, LLC*, Case No. 2022-002742-CA-01, *In re Crystal Holdings U.S., LLC*, Case No. 2022-002757-CA-01, and *In re Crystal AirCruises, LLC*, Case No. 2022-002758-CA-01 (collectively, the “Assignment Cases”, with the other assignors referred to with the Assignor as the “Assignors”), which Assignment Cases were consolidated administratively into the Assignor’s Assignment Case (the “Assignment Case”).

2. Prior to the Petition Date, the Assignors were engaged in the travel and entertainment business, including operating ocean, river, and expedition cruises and conducting related activities around the world.

3. Resort World Miami, LLC (“RWM”) is a Delaware limited liability company that owns real property in the State of Florida (the “Property”)

4. RWM and the Assignor entered into a Purchase Agreement dated December 17, 2019 (the “Purchase Agreement”) whereby the Assignor sold, and RWM purchased, certain improvements to a building located on the Property (the “Property Improvements”) for a purchase price of \$5,576,365 (the “Purchase Price”) over a period of the ensuing six (6) years.

5. A dispute arose between the Assignee and RWM as to RWM’s obligation to make certain payments of the Purchase Price pursuant to the terms of the Purchase Agreement and the timing of future payments (the “Payment Dispute”).

6. The Payment Disputed centered on RWM’s contention that the Assignor agreed to allow RWM to make payments owed under the Purchase Agreement through a corresponding reduction in rent owed by the Assignor to an affiliate of RWM, Resort World Omni, LLC (“RWO,” and together with RWM and the Assignee referred to as the “Settlement Parties”), in satisfaction of past-due leasehold obligations of the Assignor due to RWO.

7. RWO further asserted that it possessed claims for unpaid rent against the Assignor and the assignment estate for unpaid rent (the “Lease Dispute”).

8. Following mediation and extensive negotiations, the Settlement Parties have settled all disputes relating to the Purchase Agreement, the Payment Dispute and the Lease Dispute.

The Settlement

9. To avoid the cost and uncertainty of litigation, the Assignee, RWM and RWO have negotiated a settlement (the “Settlement”) with respect to the disputes between them and have entered into the attached Settlement and Release Agreement (the “Settlement Agreement”),

attached hereto as **Exhibit A**, subject to this Court’s approval. The pertinent terms of the Settlement Agreement¹ are set forth below:

A. In consideration for Assignee’s promises made including, but not limited to, its agreement to release its claims against RWM and RWO, RWM shall pay Assignee the total amount of Three Million Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$3,250,000.00) (the “Settlement Amount”) and RWO shall release any and claims it may have in the Assignment Case.

B. RWM shall pay the Settlement Amount to Assignee on or before September 29, 2023 (the “Payment Date”).

C. In the event RWM enters into a contract for the sale of the Property with a closing to occur prior to the Payment Date, then RWM shall provide Assignee, through counsel, written notice of the sale transaction by e-mail to pmascia@nardellalaw.com (which the Parties agree to be acceptable methods of properly giving notice under this Agreement). RWM will provide with such notice an executed irrevocable letter of instruction in a form attached to the Settlement Agreement as **Exhibit “B”** (the “Letter of Instruction”), directing the closing agent to pay the Settlement Amount directly to Assignee at the closing of the Sale from the closing proceeds, which Letter of Instruction shall be executed by the closing agent, and further shall be irrevocable without the Assignee’s written consent, which consent shall be provided if the Assignee has otherwise received payment of the Settlement Amount from RWM prior to the closing.

D. The Settlement Agreement shall not take effect unless and until the Court’s entry of an Order approving it (an “Approval Order”), which Approval Order shall direct RWM to make the Settlement Payment in accordance with the terms of the Agreement and shall further provide in the event of a Payment Default that the Assignee may obtain a Final Judgment in the manner set forth in the Agreement. In the event that the Court does not approve the Settlement Agreement, nothing therein shall be deemed a representation or admission by any Party as to any issue, and the Parties shall be returned to the status quo prior to the entry into the Settlement Agreement.

E. The Settlement Amount shall be paid by wire transfer in the manner provided for in the Settlement Agreement.

F. Neither RWM nor RWO shall have any claim against the Assignor, the Assignee or the Assignor’s Estate.

G. The Settlement Agreement provides for mutual general releases of the Settlement Parties, and includes the Assignee’s release of the directors, officers or

¹ The following is a summary of the terms of the Settlement Agreement. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Settlement Agreement. In the event of any conflict between the terms of this Motion and the Settlement Agreement, the terms of the Settlement Agreement shall control. Creditors and parties-in-interest are urged to review the Settlement Agreement for its complete terms.

employees of RWM and RWO (the “D&Os”) for any dispute related to the concerning the Purchase Agreement, the Payment Dispute, or the Lease Dispute, while retaining all other claims against the D&Os.

H. The Parties agree that the Court shall retain jurisdiction to enforce the Settlement Agreement, and in the event of a Payment Default, enter the Stipulated Consent Final Judgment in favor of the Assignee in an amount equal to the Settlement Amount (as the same may be increased for the Assignee’s attorneys’ fees and costs in the manner set forth in the Agreement).

Relief Requested

10. The Assignee, in an exercise of his business judgment, believes that the Settlement is in the best interest of the estates and creditors. The Settlement is fair and reasonable, and the Assignee submits that the Court should approve the Settlement Agreement.

11. 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 ... the compromise or settlement of a controversy ...” Further, the Court has the power to “[a]llow or disallow claims against the estate and determine their priority ...” and 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(4) and (15).

12. Although Chapter 727 provides for court approval of settlements proposed by an assignee, the statutes do not set forth any specific criteria for approving settlements. The Assignee submits that analogous bankruptcy principles should guide this Court’s evaluation of the Settlement Agreement. “State courts often look to federal bankruptcy law for guidance as to legal issues arising in proceedings involving assignments for the benefit of creditors.” *Moecker v. Antoine*, 845 So. 2d 904, 911 n. 10 (Fla. 1st DCA 2003).

13. It is generally recognized that the law favors compromise of disputes over litigation. *In re Bicoastal Corp.*, 164 B.R. 1009, 1016 (Bankr. M.D. Fla. 1993). In *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), the court enunciated certain factors which must be

considered in determining whether to approve a compromise. These factors include the following: (a) The probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises. *See id.*

14. The terms of the Settlement satisfy the above *Justice Oaks* factors. The first factor – the probability of success in litigation – weighs in favor of approval. While the Assignee asserts that he would prevail in the Payment Dispute and the Lease Dispute, there is always risk in litigation. Should RWO and RWM prevail upon their claims, the amount received by the Assignor’s estate could be significantly less than the Settlement Amount.

15. The second factor – the difficulties to be encountered in the matter of collection – also weighs in favor of approval. It is uncertain as to how long litigation of the Payment Dispute or Lease Dispute will take. It is uncertain whether the Assignee will be entitled to security for the payment of the Purchase Price in the form of a *lis pendens* upon the RWM Property. Additionally, RWM does not conduct operations in the United States other than its ownership of the RWM Property and is ultimately owned by a public entity in Malaysia. Absent the Settlement, there is the risk that the RWM Property could be sold, and the sales proceeds moved offshore before any judgment could be obtained against RWM. It is further uncertain whether the Assignee would be entitled to accelerate the remaining payments due under the Purchase Agreement or would have to wait years to collect the remaining amounts due.

16. The third factor – the complexity, expense, inconvenience, and delay of the litigation – also weighs heavily in favor of approval. Litigation between the Assignee and RWM on the one hand, and the Assignee and RWO on the other, would be expensive and time-

consuming, and would result in precious estate resources being siphoned towards continued discovery, dispositive motion practice, and trial. The potential that the Assignee would have to seek collection upon any judgment in Malaysia further increases the potential complexity of actually reducing any judgment to tangible benefit for the Assignor's estate.

17. Lastly, the Settlement is in the best interest of creditors, resolving expensive potential litigation between Assignor, Assignee, RWM and RWO, and replacing the specter of litigation with funds readily available for distribution to the Assignor's creditors.

WHEREFORE, the Assignee respectfully requests the Court enter an Order, in the form attached hereto as **Exhibit B**, (i) granting this Motion; (ii) approving the Settlement Agreement in its entirety; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: August 14, 2023

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

By: /s/ Paul N. Mascia
Paul N. Mascia, Esq.
Florida Bar No. 0489670
pmascia@nardellalaw.com
mnardella@nardellalaw.com
kcooper@nardellalaw.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 August 14, 2023, which shall provide notice to all parties that have entered an appearance in this case; on counsel for the Assignor, Adam Losey, Esq., Losey PLLC, 1420 Edgewater Drive, Orlando, Florida 32804, via email to alosey@loseyllaw; via email to and all creditors and interested parties on the e-mail service list pursuant to the Notice Procedures Order; and via email to cbl44@jud11.flcourts.org pursuant to CBL Rule 2.2.

By: /s/ Paul N. Mascia
Paul N. Mascia, Esq.

EXHIBIT A
(Settlement Agreement)

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (this “Agreement”) is made this ___ day of July, 2023 (the “Effective Date”), by and between MARK C. HEALY (“Assignee” or “Plaintiff”) solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises, LLC (“Crystal Cruises” or the “Assignor”); RESORTS WORLD MIAMI, LLC (“RWM”); and RESORTS WORLD OMNI, LLC (“RWO”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, on February 10, 2022, the Assignor executed and delivered, and the Assignee accepted, irrevocable assignments for the benefit of creditors to the Assignee (collectively, the “Assignment”). On February 11, 2022 (the “Petition Date”), a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee for the Assignor, thereby commencing the following assignment for the benefit of creditors case pursuant to Section 727 of the Florida Statutes, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “Court”): *In re Crystal Cruises, LLC*, Case No. 2022-002742-CA-01 (the “Assignment Case”); and

WHEREAS, RWM is a Delaware limited liability company that owns real property in the State of Florida; and

WHEREAS, during the evaluation of a potential lease of the building known as the Shrine Building (the “Building”) located at 1401 – 1417 Biscayne Boulevard, Miami, Florida 33132 (the “Property”) by Assignor, the Assignor with the knowledge and consent of RWM, expended \$5,576,365 or more in funds to renovate and improve the Building (the “Building Improvements”); and

WHEREAS, the Assignor and RWM entered into a Sale and Purchase Agreement on December 17, 2019 (the “Purchase Agreement”), whereby the Assignor sold, and RWM purchased, the Building Improvements for a purchase price of \$5,576,365 (the “Purchase Price”); and

WHEREAS, a dispute arose between the RWM and the Assignor as to RWM’s obligation to make the payments under the Purchase Agreement (the “Payment Dispute”); and

WHEREAS, RWO asserted rights and claims in connection with Assignor’s leases of RWO’s premises at 1501 Biscayne Boulevard, Suite 500, Miami, Florida 33132 (the “Premises”), and the Assignee’s use of a portion of the Premises after the Petition Date (the “Lease Dispute”); and

WHEREAS, RWM and the Assignee have resolved the Payment Dispute, and RWO and the Assignee have resolved the Lease Dispute, both on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms, conditions, and promises set forth herein, the value and adequacy of which consideration the Parties hereby acknowledge, the Parties agree as follows:

TERMS AND SETTLEMENT

1. **Adoption of Recitals.** The above recitals are true and correct, are incorporated herein by this reference, and constitute a part of this Agreement.

2. **Settlement Amount.** In consideration for Assignee's promises made herein, including, but not limited to, its release of certain claims against RWM and RWO, RWM shall pay Assignor the total amount of Three Million Two Hundred Twenty Five Thousand and 00/100 Dollars (\$3,250,000.00) (the "Settlement Amount").

3. **Time and Conditions of Settlement Amount.** RWM shall pay the Settlement Amount to Assignee on or before September 29, 2023 (the "Payment Date").

4. **Payment Default.** In the event that RWM fails to pay the Settlement Amount to the Assignee on or before the Payment Date (a "Payment Default"), then the Assignee shall provide written notice ("Written Default Notice") of the default to counsel for RWM by e-mail at esilver@stearnsweaver.com (which the Parties agree to be acceptable methods of properly giving notice under this Agreement). The Written Default Notice shall provide RWM fourteen (14) days from the date of such notice to cure the Payment Default. Should RWM fail to cure the Payment Default on or before the expiration of the fourteen (14) day cure period, then the Assignee shall be entitled, upon filing with the Court of an Affidavit stating the Payment Default has occurred (the "Affidavit"), along with the attached Stipulated Consent to Final Judgment, attached hereto as **Exhibit "A"** and incorporated by reference herein (the "Stipulated Consent to Final Judgment"), on an *ex-parte* basis and thereby obtain, without any need of any other further paper or filing, or the commencement or reopening of any supplemental proceeding, the Court's entry in the Assignment Case of the Parties' agreed final judgment in an amount equal the Settlement Amount (which Settlement Amount shall additionally include any attorneys' fees or costs incurred by the Assignee following a Payment Default) against RWM in the form attached as Exhibit 1 to the Stipulated Consent to Final Judgment (the "Stipulated Consent Final Judgment").

Each Party expressly acknowledges and affirms that the Court has personal jurisdiction over them in the Assignment Case and that upon any Payment Default the Assignee shall be entitled to the entry of the Stipulated Consent Final Judgment in the Assignment Case by whatever means may be procedurally desired by the Assignee or required by the Court. However, in the event that the Assignee desires or the Court requires the institution or reopening of a supplemental proceeding in connection with the Assignment Case in which to enter the Stipulated Consent Final Judgment, then the Assignee's filing of the Affidavit and Stipulated Consent to Final Judgment alone shall be sufficient to obtain the immediate entry of the Stipulated Consent Final Judgment in the supplementary proceeding without the necessity of any complaint or other pleading, and without the necessity of serving a summons upon, or any further service or notice to, RWM or RWO. Further, the Assignee shall be entitled to replace the first page of the attached Stipulated Consent to Final Judgment and Stipulated Consent Final Judgment with an appropriate case caption for any supplement proceeding. Upon any Payment Default and the expiration of the five (5) day cure period set forth above, the Assignee shall be additionally entitled record a memorandum of this Agreement in the Miami-Dade County Public Records as an encumbrance upon the Property for the payment of the Settlement Amount (the "Memorandum"). Upon filing the Affidavit in the Assignment Case or any supplemental proceeding, the Assignee shall further

be entitled to file a lis pendens in the Assignment Case and any required supplemental proceeding (the “Lis Pendens”) and record the same in the Public Records, without the need to post any bond. Upon the entry of the Final Judgment, the Assignee may record the Final Judgment and thereafter shall release any Lis Pendens and terminate any Memorandum.

5. **Notice of Sale and Irrevocable Letter of Instruction.** In the event RWM enters into a contract for the sale of the Property with a closing to occur prior to the Payment Date, then RWM shall provide Assignee, through counsel, written notice of the sale transaction by e-mail to pmascia@nardellalaw.com (which the Parties agree to be acceptable methods of properly giving notice under this Agreement). RWM will provide with such notice an executed irrevocable letter of instruction in a form attached hereto as **Exhibit “B”** (the “Letter of Instruction”), directing the closing agent to pay the Settlement Amount directly to Assignee at the closing of the Sale from the closing proceeds, which Letter of Instruction shall be executed by the closing agent, and further shall be irrevocable without the Assignee’s written consent, which consent shall be provided if the Assignee has otherwise received payment of the Settlement Amount from RWM prior to the closing.

6. **Court Approval.** Within ten (10) business days of the Parties executing this Agreement, the Assignee shall file a motion seeking the Court’s approval of this Agreement (the “Motion to Approve”). This Agreement shall not take effect unless and until the Court’s Order approving this Agreement (an “Approval Order”), which Approval Order shall direct RWM to pay the Settlement Amount in accordance with the terms of this Agreement and shall further provide that in the event of a Payment Default that the Assignee may obtain a Final Judgment in the manner set forth in this Agreement. The Parties agree to the Court’s entry of the Agreed Order upon the expiration of a twenty-one (21) day negative notice provision set forth in the Motion to Approve on an *ex-parte* basis and without the necessity of any hearing or further notice to the Parties. In the event that the Court does not approve this Agreement, nothing herein shall be deemed a representation or admission by any Party as to any issue, and the Parties shall be returned to the status quo prior to the entry into this Agreement.

7. **Payment of Settlement Amount.** The Settlement Amount shall be paid by wire transfer in conformity with Paragraph 3 above to the Assignee via wire transfer instructions provided by the Assignee or its counsel.

8. **Non-Admission of Liability by RWM.** The Assignee acknowledges that this Agreement is entered into in compromise of disputed claims and that neither its execution by RWM and RWO, nor the payment or provision of consideration pursuant to this Agreement is, or shall be deemed or construed as, an admission of wrongdoing or liability, express or implied, on the part of RWM or RWO.

9. **Non-Admission of Liability by Assignor & Assignee.** RWM and RWO acknowledges that this Agreement is entered into in compromise of disputed claims and that its execution by the Assignee shall not be deemed or construed as, an admission of wrongdoing or liability, express or implied, on the part of the Assignee, Assignor or of any other person or business entity.

10. **Release of Claims By Assignee.** In consideration of the promises contained herein, the payment of the Settlement Amount, and the relinquishment of its legal rights regarding any claims asserted in, arising out of, or related to the Assignment Case with respect to RWM and RWO, the Assignee and his respective representatives, attorneys, executors, administrators, successors and assigns, and all other persons claiming by or through him, irrevocably and unconditionally releases, acquits, and forever discharges RWM and RWO, and their successors and assigns, from any and all actions, claims, liabilities, demands, suits and causes of action of every nature and kind, whether known or unknown, in law or in equity that the Assignee may have against RWM and RWO in connection with the Purchase Agreement, the Payment Dispute or the Lease Dispute, from the beginning of time to the Effective Date. The Parties expressly acknowledge that, notwithstanding anything to the contrary in this Agreement, (i) the Assignee's release of RWM and RWO does not extend to (a) any present or former officer, director or employee of RWM or RWO; (b) any present or former officer, director or employee of any present or former affiliate of RWM or RWO; and/or (c) any present or former officer, director or employee of Genting Hong Kong Limited or its present or former subsidiaries, whether direct or indirect, including, without limitation, the Assignor (collectively the "D&Os"); and (ii) the Assignee does not waive or release any claim of the Assignee against the D&Os, including, without limitation, any of their insurers, successors, and/or assigns, except to the extent of any disputes arising from or related to the Building, the Purchase Agreement, or the Payment Dispute which claims are expressly released.

11. **Release of Claims By RWM and RWO.** In consideration of the promises contained herein and the payment of the Settlement Amount, RWM and RWO, each on behalf of itself and its representatives, attorneys, executors, administrators, successors and assigns, and all other persons claiming by or through them, irrevocably and unconditionally releases, acquits, and forever discharges the Assignor, the Assignee (individually and on behalf of the Assignor's estate in the Assignment Case), and all of the Assignor's and Assignee's past, present, and future, consultants, subcontractors, and any of their shareholders, officers, directors, managers, partners, agents, employees, representatives, attorneys, and all persons acting under, by, through or in concert with any of them, and each of them (all of whom are collectively referred to herein as "Assignee Released Parties"), from any and all actions, claims, liabilities, demands, suits and causes of action of every nature and kind, whether known or unknown, in law or in equity, including without limitation any administrative, secured, general or other claims that were or could have been brought in the Assignment Case, and without regard to whether or not such claims were brought in the Assignment Case, from the beginning of time to the Effective Date.

12. **Assigns and Successors-in-Interest.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

13. **Full Understanding of Agreement.** This Agreement has been carefully read by the Parties and the contents are known and understood by the Parties. The Parties have each had the opportunity to consult with legal counsel of their choice at all times in the negotiation and execution of this Agreement and to consult with legal counsel regarding the meaning and effect of the terms and provisions contained herein. The Parties acknowledge that they have executed this Agreement after independent investigation and without fraud, duress, or undue influence. Each person executing this Agreement on behalf of a Party hereby warrants that he or she has full authority to do so. No Party shall be presumed to be the drafter of this Agreement.

14. **Applicable Law.** The existence, validity, construction and operation of this Agreement, and all of its covenants, agreements, representations, warranties, terms, and conditions, shall be determined in accordance with the laws of the State of Florida. Time is of the essence in the Parties performance of this Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior and/or contemporaneous agreements or understandings between the Parties, which pertain to the subject matter hereof. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any judicial proceeding involving this Agreement.

16. **Non-Waiver.** The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof, or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

17. **Modification.** This Agreement may be modified, but only if the modification is in writing and signed by the Parties to this Agreement.

18. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

19. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed or scanned signatures may be accepted as originals.

20. **Attorney's Fees and Breach of this Agreement.** If a Party to this Agreement files a lawsuit to enforce any term or condition herein, the Party that prevails in such a lawsuit shall be entitled to an award of all attorneys' fees, professional fees, expert witness fees and disbursements it incurred prosecuting or defending such action.

21. **Retention of Jurisdiction.** The Parties agree that, notwithstanding the Parties' prior selection of a venue in the Purchase Agreement for a court other than the Court, and the Court's prior entry in that certain supplemental proceeding in the between RWM and the Assignee, Case No. 2022-020599-CA-01, of an *Agreed Order Granting Defendants' Motion to Dismiss and Agreed Dismissal of Action, Without Prejudice* (the "Order"), the Court shall nonetheless have and retain jurisdiction between the Parties to enforce this Agreement and, in the event of a Payment Default, enter the Stipulated Consent Final Judgment in favor of the Assignee in an amount equal to the Settlement Amount.

22. **Cooperation and Best Efforts.** The Parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the Parties hereto, and the Parties shall use their best efforts to obtain Court approval of the Agreement.

23. **Non-Disparagement.** The Parties agree that they will not make, publish, or communicate to any person or entity or in any public forum any defamatory, or maliciously false, or disparaging remarks, comments, or statements concerning the other Party.

24. **Mutual Drafting.** This Agreement is the product of negotiations “at arm’s length” between the Parties, who have been represented by legal counsel of their choice. As such, the terms of this Agreement are mutually agreed upon, and no part of this Agreement will be construed against the drafter.

IN WITNESS WHEREOF, by affixing their respective signatures hereto, each of the Parties do hereby execute this Agreement to be effective as of the Effective Date, regardless of the actual date of execution.

MARK C. HEALY, Solely in his Capacity as the Assignee for the Benefit of Creditors of the Assignor, Crystal Cruises, LLC


By:  _____

RESORTS WORLD MIAMI, LLC

By:  _____

Title: President of Genting Americas East

RESORTS WORLD OMNI, LLC

By:  _____

Title: President of Genting Americas East

Exhibit "A"

Stipulation to Consent Final Judgment
and Stipulated Consent Final Judgment

[to be attached]

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

In re:

COMPLEX BUSINESS LITIGATION
DIVISION

CRYSTAL CRUISES LLC, a California
limited liability company,

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

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

Case No. 2022-002757-CA-01

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

Case No. 2022-002758-CA-01

Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

_____ /

STIPULATION AND CONSENT TO ENTRY OF FINAL JUDGMENT

MARK C. HEALY, (the “Assignee”), solely as the Assignee for the benefit of creditors of Crystal Cruises LLC (“Crystal Cruises” or the “Assignor”) and not individually, and RESORTS WORLD MIAMI, LLC, a Delaware limited liability company (“RWM” or the “Judgment Debtor” and collectively with the Assignee as the “Parties”) hereby stipulate and agree as follows:

1. This Stipulation has been entered into in order to facilitate the prompt resolution of this case, preserve the parties’ time and money, and avoid the unnecessary expenditure of judicial resources.
2. The Parties entered into a Settlement Agreement on July ____, 2023 (“Settlement Agreement”).

3. The terms of the Settlement Agreement hold that in the event RWM fails to pay the Settlement Amount¹ on or before the Payment Date, RWM stipulates and consent to the filing of this Stipulation and Consent to Entry of Final Judgment and entry of the attached Stipulated Consent Final Judgment for the full amount of the Settlement Amount (which amount shall include any and all attorneys’ fees and costs incurred with respect to the Indebtedness and related matters).

4. As of August 1, 2023, Defendants defaulted on their payment to Plaintiff under the terms of the Settlement Agreement.

5. As of the filing of this Stipulation, the following agreed Judgment Amount is due and owing the Assignee pursuant to the terms of the Settlement Agreement:

Principal Amount	\$3,250,000.00
Attorneys’ Fees and Costs, including Court costs	\$ _____
TOTAL	\$ _____

(Space Intentionally Left Blank)

¹ Capitalized terms not otherwise defined herein shall have the meaning set forth in the Settlement Agreement.

WHEREFORE, RWM and the Assignee hereby request that the Court enter the Final Judgment attached hereto.

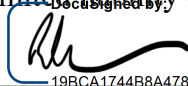
Dated _____

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

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

AGREED TO BY:

RESORTS WORLD MIAMI, LLC, a
Delaware limited liability company

By: 
19RCA1744B8A478
Its: President of Genting Americas East
Name: Robert DeSalvio
Date: July ____, 2023

MARK C. HEALY, Assignee for the benefit
of creditors of Crystal Cruises, LLC

Date: July ____, 2023

EXHIBIT 1

Agreed Final Judgment

[Follows this Page]

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

In re:

COMPLEX BUSINESS LITIGATION
DIVISION

CRYSTAL CRUISES LLC, a California
limited liability company,

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

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

Case No. 2022-002757-CA-01

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

Case No. 2022-002758-CA-01

Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

_____ /

STIPULATED CONSENT FINAL JUDGMENT

THIS CAUSE comes before the Court on the Stipulation and Consent to Final Judgment filed by MARK C. HEALY (“Assignee”), solely as the Assignee for the benefit of creditors of Crystal Cruises LLC (“Crystal Cruises” or the “Assignor”) and not individually, and RESORTS WORLD MIAMI, LLC, a Delaware limited liability company (“RWM” and referred to with the Assignee as the “Parties”), the Court having reviewed the Settlement Agreement, the Stipulation and Consent to Final Judgment, and having reviewed the signatures of the parties on the final page thereto, and having been otherwise duly advised in the premises, and it is hereby:

ORDERED AND ADJUDGED:

1. The Court has jurisdiction of the subject matter and the parties. The Parties entered into a Settlement Agreement with an effective date of July ____, 2023. This Court entered its

order approving the Settlement Agreement on _____. RWM admits to their own default under the terms of the Settlement Agreement which constitutes competent evidence to support the Assignee's claims against RWM. Further, the equities are with the Assignee and judgment is due to be entered in its favor.

2. The Stipulation and Consent to Final Judgment is hereby APPROVED.

3. The Court finds the amount due and owing to Assignee from RWM, as of the date of this Judgment, is as follows:

Principal Amount	\$3,250,000.00
Attorneys' Fees and Costs, including Court costs	\$ _____
TOTAL	\$ _____

which amount shall bear interest at the statutory rate of _____ commencing on the date of this Consent Final Judgment, which interest shall be adjusted annually on January 1 of each year in accordance with the interest rate in effect on that date as set by the Chief Financial Officer until the judgment is paid, pursuant to §55.03(3) Fla. Stat., and shall be increased in the amount of such further fees and costs as may be incurred by Plaintiff in this action, FOR WHICH SUMS LET EXECUTION ISSUE INSTANTER AND FORTHWITH.

6. Assignee is entitled to an award of attorneys' fees and costs for any and all actions to enforce and collect this Judgment, including without limitation any action to enforce Assignee's rights or remedies in any bankruptcy action or any action to execute or levy upon RWM's property, and this Court retains jurisdiction to determine the amount of any additional attorneys' fees and costs not awarded under this Judgment.

7. Jurisdiction of this case is further retained to compel RWM to complete form 1.977, including all required attachments, and serve it on the Assignee's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, and other post-judgment relief.

Jurisdiction of this action is further retained to enter orders and judgments on other counts in the complaint that are proper, including, without limitation, a deficiency judgment, to enter orders and judgments on any supplemental complaint to add an omitted party post-judgment, known as a re-foreclosure, to take such other actions as may be necessary to correct any title defect with respect to the foreclosed property, or to litigate any cross-claims. The Court also reserves jurisdiction over the parties and the subject matter to conduct such proceedings and enter such further orders as may be proper, including, but not limited to, and orders concerning discovery in aid of execution and proceedings supplementary.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, this the ____ day of _____, _____.

Circuit Court Judge

Copies to:

Paul N. Mascia (Counsel for Assignee)

Eric J. Silver; Drew M. Dilworth (Counsel for RWM)

Exhibit "B"

Irrevocable Letter of Direction

July [___], 2023

Via FedEx and Email

[INSERT RECIPIENT CONTACT INFORMATION]

Re: IRREVOCABLE PAYMENT INSTRUCTION LETTER

**RESORTS WORLD MIAMI LLC ("SELLER") SALE ("SALE TRANSACTION")
TO _____ ("BUYER") OF THE PROPERTY MORE PARTICULARLY
DESCRIBED IN THE PURCHASE AND SALE AGREEMENT**

Dear _____:

As you know, we are counsel to Seller with respect to the Sale Transaction. In the event the Sale Transaction proceeds to closing (the "**Closing**") and, in connection with the Closing, Seller authorizes and instructs _____ (as escrow agent) to disburse the funds in its escrow account for the Sale Transaction and close, you are hereby irrevocably authorized and instructed to disburse directly to Mark C. Healy ("**Assignee**"), solely in his capacity as the assignee for the benefit of creditors of Crystal Cruises LLC, and not individually, a portion of such funds due Seller in the amount of \$3,250,000 in accordance with the wire instructions provided directly to you by Assignee prior to the Closing.

These payment instructions can only be withdrawn or modified (i) upon the prior written consent of Assignee or its designee, (ii) pursuant to a joint written instruction from Seller and Assignee or its designee, or (iii) upon written evidence that prior payment in the amount of \$3,250,000 has been made to Assignee.

Please confirm your receipt of this letter and your agreement to strictly carry out the foregoing instructions by providing your signature in the appropriate space set forth below and returning a PDF copy of the same to Seller's counsel at _____ and _____.

If you have any questions regarding the foregoing, please do not hesitate to contact me

Sincerely,

/s/ DRAFT

ACKNOWLEDGMENT AND AGREEMENT

The undersigned acknowledges receipt of the letter to which this Acknowledgment and Agreement is attached and agrees to strictly comply with the foregoing instructions.

Dated: _____, 2023

[ESCROW AGENT]

By: _____
Name: _____
Title: _____

EXHIBIT B
(Proposed Order)

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

In re:

COMPLEX BUSINESS LITIGATION
DIVISION

CRYSTAL CRUISES LLC, a California
limited liability company,

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

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

Case No. 2022-002757-CA-01

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

Case No. 2022-002758-CA-01

Assignors,

(Jointly Administered Cases)

To:

MARK C. HEALY,

Assignee.

MARK C. HEALY,

Plaintiff,

vs.

Supp. Proc. No. 2022-_____

RESORTS WORLD MIAMI, LLC, a
Delaware limited liability company

/

**ORDER GRANTING ASSIGNEE’S MOTION TO APPROVE
SETTLEMENT AND RELEASE AGREEMENT WITH
RESORTS WORLD MIAMI, LLC AND RESORTS WORLD OMNI, LLC**

THIS MATTER came before the Court upon the *Assignee’s Motion to Approve Settlement and Release Agreement with Resorts World, Miami* (the “Motion”) filed on _____, 2023 by Mark C. Healy (the “Assignee”), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises, LLC (“Crystal Cruises”), Crystal Holdings U.S., LLC (“Crystal

Holdings”), and Crystal AirCruises, LLC (“Crystal AirCruises”) (collectively, the “Assignors”). The Court, having reviewed the Motion and the record in this case, finding that notice of the Motion was properly served on interested parties as required by Fla. Stat. § 727.111(4), noting that no objection to the Motion was filed by any party, finding that the relief requested in the Motion is in the best interests of the estates of the Assignors, and otherwise finding that good and sufficient cause exists for granting the relief set forth herein, does hereby **ORDER AND ADJUDGE** that:

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

2. The Motion is **GRANTED**.

3. The Settlement and all terms and conditions thereof are authorized and approved in all respects.

4. The Court shall retain jurisdiction to enforce this Order and the Settlement Agreement.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida on _____, 2023.

Hon. Lisa A. Walsh
CIRCUIT COURT JUDGE