

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

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER APPOINTING KURTZMAN CARSON
CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS
AND NOTICING AGENT, EFFECTIVE AS OF THE PETITION DATE**

Leisure Investments Holdings LLC, and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”), hereby submit this application (the “**Section 156(c) Application**”) for entry of an order, substantially in the form of Exhibit A hereto (the “**Retention Order**”), pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “**Bankruptcy Code**”), rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 2002-1(e) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), appointing Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as claims and noticing agent (“**Claims and Noticing Agent**”) in the Chapter 11 Cases, effective as of to the Petition Date (as

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are as follows: Leisure Investments Holdings LLC (7260); Triton Investments Holdings LLC (6416); MS Leisure Company (7257); Icarus Investments Holdings LLC (2636); Ejecutivos de Turismo Sustentable S.A. de C.V. (5CA4); Dolphin Capital Company, S. de R.L. de C.V. (21H8); Dolphin Leisure, Inc. (7073); Dolphin Austral Holdings, S.A. de C.V. (6A13); Aqua Tours, S.A. de C.V. (6586); Viajero Cibernético, S.A. de C.V. (1CZ7); Promotora Garrafón, S.A. de C.V. (0KA2); Marineland Leisure, Inc. (7388); GWMP, LLC (N/A); Gulf World Marine Park, Inc. (0348); and The Dolphin Connection, Inc. (0322). For the purposes of these chapter 11 cases, the address for the Debtors is Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.



defined below), and granting related relief. In support of this Section 156(c) Application, the Debtors submit the *Declaration of Steven Robert Strom in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”), filed contemporaneously herewith and incorporated herein by reference.² In further support of this Section 156(c) Application, the Debtors submit the *Declaration of Evan Gershbein in Support of Debtors' Application for Entry of an Order Appointing Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, Effective as of the Petition Date*, attached hereto as **Exhibit B** (the “**Gershbein Declaration**”), and respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over the Debtors, their estates, and these matters under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Section 156(c) Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory and legal predicates for the relief requested herein are 28 U.S.C. § 156(c) and section 105(a) of the Bankruptcy Code, Bankruptcy Rule 2002(f), and Local Rule 2002-1(e).

² Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the First Day Declaration.

BACKGROUND

4. On March 31, 2025 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No statutory committee of unsecured creditors has been appointed by the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) and no trustee or examiner has been appointed in the Chapter 11 Cases.

6. Additional information regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the First Day Declaration.

RELIEF REQUESTED

7. The Debtors request entry of an order, substantially in the form of the Retention Order attached hereto as **Exhibit A**, appointing Verita as the Claims and Noticing Agent for the Debtors and the Chapter 11 Cases, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Chapter 11 Cases. The Debtors’ selection of Verita to act as the Claims and Noticing Agent satisfies the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (the “**Claims Agent Protocol**”), in that the Debtors have obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita’s rates are competitive and reasonable given Verita’s quality of services and expertise. The terms of Verita’s retention are set forth in the Engagement Agreement

attached hereto as **Exhibit C** (the “**Engagement Agreement**”); provided, however, that the Debtors are seeking approval solely of the terms and provisions as set forth in this Section 156(c) Application and the proposed Retention Order attached hereto.

8. It is anticipated that the Debtors will have more than two hundred (200) creditors or parties in interest listed on the creditor matrix for the Chapter 11 Cases. Local Rule 2002-1(e) provides that “[a] chapter 11 debtor with more than 200 parties identified in the list filed under Local Rule 1007-2(a) must file the motion with its petition or within 7 days thereafter, unless the court orders otherwise.” In view of the number of anticipated claimants and the complexity of the Debtors’ businesses, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(e) and is otherwise in the best interests of both the Debtors’ estates and their creditors.

9. By separate application, the Debtors will seek authorization to retain and employ Verita as administrative advisor in the Chapter 11 Cases pursuant to section 327(a) of the Bankruptcy Code because the administration of the Chapter 11 Cases will require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

VERITA’S QUALIFICATIONS

10. Verita is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita’s professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Verita’s professionals have acted as official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Verita’s recent cases in this district include: *In re Dynamic Aerostructures LLC, et al.*, Case No. 25-10292 (LSS) (Bankr. D. Del. Feb. 27, 2025); *In re Grtistone bio, Inc.*, Case No. 24-12305 (Bankr. D. Del. Oct. 16, 2024); *In re Fulcrum*

Bioenergy, Inc., et al., Case No. 24-12008 (Bankr. D. Del. Sep. 12, 2024); *In re QLess, Inc.*, Case No. 24-11395 (BLS) (Bankr. D. Del. Jun. 21, 2024); *In re Fisker Inc., et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jul 2, 2024); *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); *In re AN Global, LLC, et al.* Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); *In re Protterra Inc., et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023); *In re Novan, Inc., et al.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); *In re Lordstown Motors Corp., et al.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); *In re KDC Agribusiness LLC, et al.*, Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); *In re PGX Holdings, Inc., et al.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re PlastiQ Inc., et al.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); *In re Christmas Tree Shops, LLC, et al.*, Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); *In re Structurlam Mass Timber U.S., Inc., et al.*, Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); *In re Catalina Mktg. Corp.*, Case No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023); *CBCRC Liquidating Corp., et al.*, Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); *In re Starry Grp. Holdings, Inc., et al.*, Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); *In re Stanadyne LLC, et al.* Case No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023); and *In re Tricida*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 23, 2023).

11. By appointing Verita as the Claims and Noticing Agent in the Chapter 11 Cases, the distribution of notices and the processing of claims will be expedited, and the Clerk of the Bankruptcy Court (the “**Clerk**”) will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

SERVICES TO BE PROVIDED

12. This Section 156(c) Application pertains only to the work to be performed by Verita under the Clerk’s delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(e). Any work to be performed by Verita outside of this scope is not covered by this Section 156(c) Application or by any order granting approval hereof.³ Specifically, Verita will perform the following tasks in its role as Claims and Noticing Agent, as well as all quality control relating thereto:

- (a) prepare and serve required notices and documents in the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors or the Court, including, without limitation; (i) notice of the commencement of the Chapter 11 Cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors’ chapter 11 plan or plans, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the Chapter 11 Cases;
- (b) maintain an official copy of the Debtors’ schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules**”), listing the Debtors’ known creditors and the amounts owed thereto;
- (c) maintain (i) a list of all potential creditors, equity holders and other parties in interest and (ii) a “core” mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j) and (k) and those parties that have filed a notice

³ As noted above, the Debtors will seek authorization to retain and employ Verita as administrative advisor in the Chapter 11 Cases by separate application pursuant to section 327(a) of the Bankruptcy Code because the administration of the Chapter 11 Cases will require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

of appearance pursuant to Bankruptcy Rule 9010 and update and make said lists available upon request by a party in interest or the Clerk;

- (d) furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for *all* notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was served (in alphabetical order) with their mailing or email addresses, as appropriate; (iii) the manner of service; and (iv) the date served;
- (g) process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) maintain the official claims register for each Debtor (collectively, the “**Claims Registers**”) on behalf of the Clerk, and, upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers;
- (i) specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*), (vi) the applicable Debtor and (vii) any disposition of the claim;
- (j) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (k) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (l) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;

- (m) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);
- (n) monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Registers and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (o) assist in the dissemination of information to the public and respond to requests for administrative information regarding the Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (p) within the earlier to occur of (a) fourteen (14) days of entry of an Order converting a case and (b) entry of a termination order, Verita shall (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register. If a case has jointly administered entities, one combined claims register shall be docketed in the lead case containing claims of all cases. A Final Claims Register and creditor mailing matrix shall also be docketed in each jointly administered case containing the claims and creditor mailing matrix parties, respectively, of only that specific case;
- (q) Upon conversion of a chapter 11 case to a chapter 7 case, if there are more than two hundred (200) creditors, Verita shall (i) continue to serve all notices required to be served, at the direction of the chapter 7 trustee or the Clerk's Office or (ii) submit a termination order; and
- (r) within fourteen (14) days of entry of an Order dismissing a case or within twenty-eight (28) days of entry of a Final Decree, Verita shall (i) forward to the Clerk an electronic version of all imaged claims, (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register. If a case has jointly administered entities, one combined register shall be docketed in the lead case containing claims of all cases.

13. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

PROFESSIONAL COMPENSATION

14. The Debtors respectfully request that the undisputed fees and expenses incurred by Verita in the performance of the above services be treated as administrative expenses of the

Chapter 11 Cases pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Verita agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee appointed in the Chapter 11 Cases and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

15. Verita did not receive any payments from the Debtors in the 90 days prior to the Petition Date.

16. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its members, officers, employees, representatives and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Retention Order. The Debtors believe that such an indemnification obligation is customary, reasonable and necessary to retain the services of a Claims and Noticing Agent in the Chapter 11 Cases.

DISINTERESTEDNESS

17. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this Section 156(c) Application (such retention will be sought by separate application), Verita has nonetheless reviewed its conflicts system to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the

best of the Debtors' knowledge, information, and belief, and except as disclosed in the Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

18. Moreover, in connection with its retention as Claims and Noticing Agent, Verita represents in the Gershbein Declaration, among other things, that:

- (a) Verita is not a creditor of the Debtors;
- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;
- (c) by accepting employment in the Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases as claims and noticing agent;
- (d) in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
- (f) Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) in its capacity as Claims and Noticing Agent in the Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Verita as Claims and Noticing Agent in the Chapter 11 Cases shall be at the expense of the Clerk's office.

19. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF REQUESTED

I. Retention and Employment of Verita as Notice Claims Agent Is Permitted.

20. Bankruptcy Rule 2002 generally governs notice to creditors and other parties in interest in bankruptcy cases. Fed. R. Bankr. P. 2002(f). Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described below. Moreover, section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use “facilities” or “services” other than the Clerk for administration of bankruptcy cases. 28 U.S.C. § 156(c). Specifically, the statute states, in relevant part:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. In addition, Local Rule 2002-1(e) provides:

The Court may at the First Day Hearing authorize the retention of a claims and noticing agent—“claims agent”—under 28 U.S.C. § 156(c) on motion substantially conforming to Local Form 134. A chapter 11 debtor with more than 200 parties identified in the list filed under Local Rule 1007-2(a) must file the motion with its petition or within 7 days thereafter, unless the Court orders otherwise. The claims agent must comply with the Court’s Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) and perform the [Claims and Noticing Services].

Del. Bankr. L.R. 2002-1(e). Accordingly, Bankruptcy Rule 2002, Local Rule 2002-1(e), and section 156(c) of title 28 of the United States Code empower the Court to utilize outside agents

and facilities for notice and claims purposes, provided that the Debtors' estates bear the cost of such services.

22. Accordingly, for the foregoing reasons, the Debtors believe that the retention of Verita as the Claims and Noticing Agent in these in the Chapter 11 Cases is necessary and in the best interests of the Debtors and their creditors. Furthermore, the Debtors respectfully submit that the fees and expenses that would be incurred by Verita under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

23. By separate application, the Debtors may seek authorization to retain and employ Verita as the administrative agent in the Chapter 11 Cases, pursuant to section 327(a) of the Bankruptcy Code, because the administration of the Chapter 11 Cases will require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

II. Relief Effective as of the Petition Date Is Appropriate

24. Pursuant to the Debtors' request, Verita has agreed to serve as the Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that Verita may be compensated for its services prior to approval of this Section 156(c) Application. The Debtors believe that no party in interest will be prejudiced by granting employment effective as of the Petition Date, as provided in this Section 156(c) Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

25. This Section 156(c) Application complies with the Claims Agent Protocol and substantially conforms to the standard application pursuant to 28 U.S.C. § 156(c) in use in this

Court. To the extent that there is any inconsistency between this Section 156(c) Application, the Retention Order and the Engagement Agreement, the Retention Order shall govern.

NOTICE

26. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) the Debtors' 20 largest unsecured creditors (excluding insiders), once identified; (c) the Internal Revenue Service; (d) the United States Attorney's Office for the District of Delaware and all other states in which the Debtors operate; (e) the Office of the Attorney General for the State of Florida; (f) the County Attorney's Office for Miami Dade County and Bay County, Florida; (g) counsel to the Prepetition First Lien Noteholders and DIP Lenders; (h) counsel to the DIP Agent; (i) counsel to Prepetition Second Lien Noteholders; (j) counsel to the Prepetition First Lien Collateral Agent and the Prepetition Second Lien Collateral Agent; and (k) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request entry of the Retention Order, substantially in the form attached hereto as **Exhibit A**, authorizing Verita to act as Claims and Noticing Agent for the Chapter 11 Cases and granting such other relief as may be appropriate.

Dated: March 31, 2025

Leisure Investments Holdings LLC, *et al.*,

/s/ Robert Wagstaff

Name: Robert Wagstaff

Chief Restructuring Officer

EXHIBIT A

Proposed Retention Order

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

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Jointly Administered)

Docket Ref. No. ____

**ORDER APPOINTING KURTZMAN CARSON
CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS
AND NOTICING AGENT, EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the application (the “**Section 156(c) Application**”) of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) appointing Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as claims and noticing agent (the “**Claims and Noticing Agent**”) pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code,² Bankruptcy Rule 2002(f), and Local Rule 2002-1(e) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and (iii) provide such other administrative services, as required by the Debtors, that would fall within the purview of services to be provided by the Clerk’s office; and upon the Gershbein Declaration submitted in

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

support of the Section 156(c) Application; and the Debtors having anticipated that there are in excess of 200 creditors in the Chapter 11 Cases, many of which are expected to file proofs of claim; and it appearing that the receiving, docketing, and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that Verita has the capability and experience to provide such services and that Verita does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Section 156(c) Application having been given and no other or further notice being required; and it appearing that the employment of Verita is in the best interests of the Debtors and their estates; and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Section 156(c) Application, the Section 156(c) Application is granted as set forth herein.
2. The Debtors are authorized to retain Verita as Claims and Noticing Agent, effective as of the Petition Date, under the terms of the Engagement Agreement as modified by this Order, and Verita is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases, and all related tasks, all as described in the Section 156(c) Application.
3. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to

every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Verita is authorized to take such other action to comply with all duties set forth in the Section 156(c) Application.

6. The Debtors are authorized to compensate Verita in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Verita shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, and counsel for any official committee appointed in the Chapter 11 Cases.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Verita under this Order shall be an administrative expense of the Debtors' estates.

10. The Debtors shall indemnify Verita under the terms of the Engagement Agreement, as modified pursuant to this Order.

11. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by the Court.

12. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from Verita's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

13. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (such order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application therefor in this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which

the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution or reimbursement.

14. The limitation of liability section in section IX of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

15. In the event Verita is unable to provide the services set out in the Section 156(c) Application and the Engagement Agreement, Verita will immediately notify the Clerk and the Debtors' counsel and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Verita but is not specifically authorized by this Order.

17. The Debtors and Verita are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Section 156(c) Application.

18. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

19. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

20. Verita shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

21. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, this Order shall govern.

EXHIBIT B

Gershbein Declaration

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

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Joint Administration Requested)

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF DEBTORS’
APPLICATION FOR ENTRY OF AN ORDER APPOINTING KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND
NOTICING AGENT, EFFECTIVE AS OF THE PETITION DATE**

I, Evan Gershbein, under penalty of perjury, declare as follows:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), whose offices are located at 222 N. Pacific Coast Hwy, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration (this “**Declaration**”) is made in support of the *Debtors’ Application for Entry of an Order Appointing Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, Effective as of the Petition Date* (the “**Section 156(c) Application**”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are as follows: Leisure Investments Holdings LLC (7260); Triton Investments Holdings LLC (6416); MS Leisure Company (7257); Icarus Investments Holdings LLC (2636); Ejecutivos de Turismo Sustentable S.A. de C.V. (5CA4); Dolphin Capital Company, S. de R.L. de C.V. (21H8); Dolphin Leisure, Inc. (7073); Dolphin Austral Holdings, S.A. de C.V. (6A13); Aqua Tours, S.A. de C.V. (6586); Viajero Cibernético, S.A. de C.V. (1CZ7); Promotora Garrafón, S.A. de C.V. (0KA2); Marineland Leisure, Inc. (7388); GWMP, LLC (N/A); Gulf World Marine Park, Inc. (0348); and The Dolphin Connection, Inc. (0322). For the purposes of these chapter 11 cases, the address for the Debtors is Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Section 156(c) Application.

3. Verita comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita's recent cases in this district include *In re Dynamic Aerostructures LLC, et al.*, Case No. 25-10292 (LSS) (Bankr. D. Del. Feb. 27, 2025); *In re Grtistone bio, Inc.*, Case No. 24-12305 (Bankr. D. Del. Oct. 16, 2024); *In re Fulcrum Bioenergy, Inc.*, et al., Case No. 24-12008 (Bankr. D. Del. Sep. 12, 2024); *In re QLess, Inc.*, Case No. 24-11395 (BLS) (Bankr. D. Del. Jun. 21, 2024); *In re Fisker Inc., et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jul 2, 2024); *In re Supply Source Enters., Inc., et al.*, Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); *In re ProSomnus, Inc., et al.*, Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); *In re Sticky's Holding LLC, et al.*, Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); *In re SC Healthcare Holding, LLC, et al.*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); *In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); *In re AN Global, LLC, et al.* Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); *In re Proterra Inc., et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023); *In re Novan, Inc., et al.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); *In re Lordstown Motors Corp., et al.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); *In re KDC Agribusiness LLC, et al.*, Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); *In re PGX Holdings, Inc., et al.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re PlastiQ Inc., et al.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); *In re Christmas Tree Shops, LLC, et al.*, Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); *In*

re Structurlam Mass Timber U.S., Inc., et al., Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); *In re Catalina Mktg. Corp.*, Case No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023); *CBCRC Liquidating Corp., et al.*, Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); *In re Starry Grp. Holdings, Inc., et al.*, Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023); *In re Stanadyne LLC, et al.* Case No. 23-10207 (TMH) (Bankr. D. Del. Feb. 22, 2023); and *In re Tricida*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 23, 2023).

4. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform at the request of the Clerk's office the noticing and claims-related services specified in the Section 156(c) Application. In addition, at the Debtors' request, Verita will perform such other noticing, claims, technical, administrative, and support services specified in the Section 156(c) Application, subject to 28 U.S.C. § 156(c) and the Claims Agent Protocol. In performing such services, Verita will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as **Exhibit C** to the Section 156(c) Application.

5. Verita did not receive any payments from the Debtors in the 90 days prior to the Petition Date.

6. Verita represents, among other things, the following:

- (a) Verita is not a creditor of the Debtors;
- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;
- (c) by accepting employment in the Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases as claims and noticing agent;
- (d) in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;

- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
- (f) Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) in its capacity as Claims and Noticing Agent in the Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Verita as Claims and Noticing Agent in the Chapter 11 Cases shall be at the expense of the Clerk’s office.

7. Although the Debtors do not propose at this time to retain Verita under section 327 of the Bankruptcy Code pursuant to the Section 156(c) Application, I caused to be submitted for review by our conflicts system the names of all currently known potential parties in interest (the “**Potential Parties in Interest**”) in the Chapter 11 Cases, which is attached hereto as **Exhibit 1**. The list of Potential Parties in Interest was provided by the Debtors and included, among other things, as available, the Debtors, significant equity holders, the Debtors’ current and former directors and officers, secured creditors, and certain other parties. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time, and as set forth in further detail herein, Verita is not aware of any relationship that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

9. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("**GCP**") indirectly acquired a controlling equity interest in Verita (the "**Acquisition**"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("**JPMIM**"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "**Board**") of Verita's ultimate parent company, KCC Parent LLC ("**Parent**"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

10. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

JPMorgan Chase Bank, N.A. is listed as a Bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JPMorgan Chase Bank, N.A. may be associated with the Debtors.

11. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

12. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

13. Verita has and will continue to represent clients in matters unrelated to the Chapter 11 Cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in the Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors.

14. To the best of my knowledge, neither Verita nor any of its employees represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of its

employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Executed on March 31, 2025

Respectfully submitted,

/s/ Evan Gershbein

Evan Gershbein
Executive Vice President
Kurtzman Carson Consultants, LLC
dba Verita Global
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, California 90245
Telephone: (310) 823-9000

Proposed Claims and Noticing Agent for the Debtors

Exhibit 1

Potential Parties in Interest

Leisure Investments Holdings, LLC

Potential Parties in Interest

Debtors and Non-Debtor Affiliates

Aqua Tours, S.A. De C.V.
AT Travel Discovery, S.A. de C.V.
Balmoral Dolphins
Caribbean Festival, S.r.L.
Cheshire Hall Limited
Controladora Dolphin, S.A. de C.V.
DCTCI, Ltd.
Desarrollo Corporativo del Pacifico, S.A. de C.V.
Dolphin Austral Holdings, S.A. De C.V.
Dolphin Capital Company, S. de R.L. de C.V.
Dolphin Cove Cayman, Ltd.
Dolphin Cove Limited
Dolphin Cove Negril Limited
Dolphin Cove TCI, Ltd.
Dolphin Discovery Anguilla, Ltd.
Dolphin Discovery BVI, Ltd.
Dolphin Discovery Cayman, Ltd.
Dolphin Discovery Limited
Dolphin Discovery, Inc.
Dolphin Downtown PC, S.r.L
Dolphin Leisure, Inc.
Dominican Fantasy, S.r.L.
Dtraveller Limited
Ejecutivos de Turismo Sustentable, S.A. De C.V.
Embassy of the Seas Limited
Euro Park, S.r.L.
Gulf World Marine Park, Inc.
GWMP, LLC
Icarus Investments Holdings, LLC
Kima, S.r.L.
Leisure Investments Holdings, LLC
Marine Adventure Park, Ltd.
Marineland Leisure, Inc.
MS Leisure Company (Florida)
Plunimar, S.A.
Promotora Garrafón, S.A. De C.V.
Reserva Bengala, S.A. de C.V.
SB Holdings Limited

Servicios Compartidos Para El Entrenimiento, S.A. de C.V.
Servicios Compartidos Para El Entrenimiento, S.A. De C.V.
TDC Leisure Holdings, LLC
The Dolphin Connection, Inc.
Too Cool, Ltd.
Tours R Us, Ltd.
Triton Investments Holdings, LLC
Viajero Cibernético, S.A. De C.V.
Whale Lovers de México, S.A. de C.V.
World of Dolphins, Inc.
Zoomarine Italia, S.p.A.
Zoomarine Travel, S.r.L.

Banks

Banca Monte dei Paschi di Siena, S.p.A.
Banca Nazionale del Lavoro, S.p.A
Banca Popolare di Spoleto, S.p.A.
Banca Sella, S.p.A.
Banco BBVA Argentina, S.A.
Banco BPM, S.p.A
Banco de la Provincia de Buenos Aires
Banco de Reservas de la República Dominicana, Banco de Servicios Múltiples
Banco Dominicano del Progreso, S.A.
Banco Mercantil del Norte, S.A., Institución de Banca Múltiple, Grupo Financiero Banorte
Banco Nación
Banco Nacional de México, S.A.
Banco Popular Dominicano, S.A.
Banco Santander México, S.A.
BancorpSouth Bank
Bank of America, N.A.
Bank of Nova Scotia
Banorte S.A.
BBVA México, S.A.
BNP Paribas BNL
Cadence Bank, N.A.
CIBanco, S.A.
Compass Bank & Trust Corporation
Crédit Agricole Cariparma

Crédit Agricole Italia, S.p.A.
First Caribbean Int. Bank
First Caribbean International Bank Limited
First National Northwest Florida Bank
Intensa Sanpaolo, S.p.A
Intercam Banco, S.A.
JPMorgan Chase Bank, N.A.
La Cassa di Ravenna, S.p.A
PNC Bank, N.A.
Poste Italiane, S.p.A
Regions Financial Corporation
Scotiabank Inverlat, S.A.
UBI Banca
UniCredit
UniCredit, S.p.A
Unione di Banche Italiane, S.p.A
Wise US, Inc.

Competitors

Acuario Arrecifal, S.A. De C.V.
Amster DMC
Bioparque Roma, S.p.A
Cinecitta' World S.p.A.
Costa Edutainment, S.p.A.
Falcon's Beyond Global, Inc.
Grupo Xcaret, S.A.P.I. de C.V.
Hydro Mania Corp
Keys Adventure Tours, Inc.
Luneur parks, S.p.A
Magicland, S.r.L
Miracle Strip Shipwreck Island Corp. d/b/a
Shipwreck Island Waterpark
Operadora Xuna, S.A. de C.V.
Parques Reunidos Servicios Centrales, S.A.
Theatre of the Sea, Inc
Webber Corporation d/b/a Coconut Creek
Adventure Park
Zooworld Zoological and Botanical
Conservatory, Inc.

Current and Former Directors and Officers

Albert Diaz Silveira
Alejandro Garcia Blanco Mata
Concepcion Esteban Manchado
Donna Brewer Kassewitz
Eduardo Albor Villanueva

Edwin Gonzalez
John Gordon Olson
Juan Alfonso Delgado Del Olmo Andres
Coronel German Fernández Monroe Capital
Travis William Burke
Mario Eduardo Abarca Cervera Gonzalo
Pacheco Perez
Michael Wesley Wood
Renato Lenzi
Scott Gordon Olson
Sergio Said Jacome Palma
Stafford Burrowes
Steven Strom
Valeria Margarita Albor Dominguez

Taxing and Regulatory Authorities

Administración Federal De Ingresos Públicos
Administración Portuaria Integral de Quintana
Roo
Agencia De Recaudación De Buenos Aires
Ayuntamiento De Benito Juárez (Cancún)
Ayuntamiento De Conzumel
Ayuntamiento De Isla Mujeres
Ayuntamiento De Isla Mujeres
Ayuntamiento De Los Cabos
Ayuntamiento De Otho P. Blanco
Ayuntamiento De Solidaridad
Ayuntamiento Municipal De Higüey
Città Di Civitavecchia
Città Di Pomezia
City of Miami
City of Panama City Beach
Companies Office of Jamaica
Comune Di Roma
Florida Department of Environmental
Protection
Florida Department of Revenue
Florida Fish and Wildlife Conservation
Commission
Gobierno Del Estado De Baja California Sur -
Subdireccion E Proteccion Civil: Anuencias
De Proteccion Civil
Gobierno Del Estado De Quintana Roo -
Fundación De Parques Y Museos De Cozumel
Gobierno Del Estado De Quintana Roo -
Licencias De Alcohol

Gobierno Del Estado De Quintana Roo -
Licencias De Funcionamiento Estatal
Government of Saint Kitts and Nevis
Italian Ministry of Cultural Heritage and
Activities and Tourism
Italian Ministry of Education, Universities and
Research
Italian Ministry of Health
Italian Ministry of The Interior
Miami-Dade County Office of the Tax
Collector
Ministerio de Ambiente y Desarrollo
Sostenible - Argentina
Ministerio De Turismo Rep. Dominicana
Ministry of Economy - Argentina
Monroe County Tax Collector
Municipalidad De General Pueyrredón
Municipio De Bahía De Banderas, Nayarit
Nevis Island Administration
Office of the Attorney General for the State of
Florida
Procuraduría Federal De Protección Al
Ambiente (Profepa)
Secretaría De Desarrollo Agrario, Territorial
Y Urbano (Sedatu)
Secretaria De Ecología Y Medio Ambiente
Del Estado De Quintana Roo (Sema)
Servicio De Administración Tributaria De
Quintana Roo
Servicios Estatales De Salud En Quintana Roo
(Sesa)
St. James Municipal Corporation
St. Kitts & Nevis Inland Revenue Department
State of Florida Department of Business and
Professional Regulation
State of Florida Department of Health
Tax Administration Jamaica
Town of Marineland, Florida
U.S. Environmental Protection Agency
U.S. Internal Revenue Service
Unione Dei Comuni Della Bassa Romagna

Insurance Carriers

Advantage General Insurance Company Limited
Arch Capital Group, Ltd
AXIS Insurance Co.

Axis Surplus Insurance Company
Bridgefield Casualty Insurance Company
Concept Special Risks Ltd.
Grupo Mexicano de Seguros, S.A. De C.V.
Honor PCF Trust I
James River Insurance Company
Landmark American Insurance Company
Lexington Insurance Company
Nagico Insurances
RSUI Group Inc.
Scottsdale Insurance Co.
Seguros Atlas, S.A.
Thona Seguros, S.A.

Landlords

Banco Santander S.A.
Bird Rock Beach Hotel St. Kitts
Cabo De Las Corrientes S.A.
CWI Keys Hotel LLC
Eduardo Albor Villanueva
Hawks Cay Resort
La Fundación de Parques y Museos de Cozumel
MDC v. MS Leisure Corporation Complaint
Miami-Dade County
Municipio de Isla Mujeres (Garrafon)
Ocean Adventures
Operadora de Hoteles la Costa, S.A. de C.V.
Promociones E Inversiones Almendro, S.A. De C.V.
Promociones Turisticas Mahahual S.A. De C.V.
Quintana Roo Government
Tradewinds Ltd., v. Grupo Dolphin Discovery
Turismo De Aventura S.A. De C.V.
Viajes Acuáticos Turquesa, S.A. De C.V.

Equity Interest Holders

AVRA Limitless, LLC
Banco Invex, S.A.
CiBanco, S.A.
Cosmo Investments, LLC
Donna Brewer Kassewitz
Eduardo Albor Villanueva
John Gordon Olson
Jose Luis Padilla Magaña
Michael Wesley Wood
Stafford Burrowes

Litigation Parties

Miami-Dade County
Ocean Adventures
Tradewinds Ltd.

Debtors' Professionals

Kurtzman Carson Consultants, LLC d/b/a
Verita Global
Riveron Management Services, LLC
Young Conaway Stargatt & Taylor, LLP

Secured Creditors

CIG & Co. JPM, LLC
GLAS Americas
Leisure Investment Funding, LLC
Prudential Financial, Inc.
Prudential Legacy Insurance Company of
New Jersey
The Cigna Group

Delaware Bankruptcy Judges

Dorsey, John T.
Goldblatt, Craig T.
Horan, Thomas M.
Owens, Karen B.
Shannon, Brendan L.
Silverstein, Laurie Selber
Stickles, J. Kate
Walrath, Mary F.

Office of the United States Trustee

Benjamin Hackman
Christine Green
Diane Giordano
Dion Wynn
Edith A. Serrano
Elizabeth Thomas
Hannah M. McCollum
Hawa Konde
Holly Dice
James R. O'Malley
Jane Leamy
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Joseph McMahan

Lauren Attix
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello
Nyanquoi Jones
Richard Schepacarter
Rosa Sierra-Fox
Shakima L. Dortch
Timothy J. Fox, Jr.

Utilities

Acea Ato 2, S.p.A.
Acea Energia, S.p.A.
ADN Service, Ltda. S.R.L.
Agua y Saneamientos Argentinos, S.A
Aguakan S.A. De C.V
Altice Dominicana S.A.
AMA, S.p.A.
América Móvil, S.a.B. de C.V.
AT&T Mexico
AT&T, Inc.
Bay County Utility Services
Cable and Wireless (Cayman Islands) Limited
Caribbean Utilities Company, Ltd.
Cellco Partnership d/b/a Verizon Wireless
Chesapeake Utilities Corporation
Claro Argetina, S.A.
Cliba Ingenieria Urbana, S.A.
Columbus Communications Jamaica Ltd.
d/b/a Flow Jamaica
Comcast Corporation
Comisión Federal De Electricidad
Compañía Dominicana de Teléfonos S.A.
d/b/a Claro Dominicana
Corporación del Acueducto y Alcantarillado
de Santo Domingo
Deboer Propane LLC
Department of Environmental Health (DEH)
Digicel (Cayman) Limited
Digicel Group Limited
Digicel Jamaica Limited
Duke Energy Corporation
Edenor, S.A.
Edesur Dominicana, S.A.
Edesur, S.A

Empresa Distribuidora de Electricidad del Este, S.A.
 Enel, S.p.A.
 Florida Keys Aqueduct Authority
 Florida Keys Electric Cooperative Association, Inc.
 Florida Power & Light
 FLOW
 Flow Cayman
 Flow Jamaica
 Gas Natural Fenosa
 Grupo Zeta Gas
 Gulf Coast Electric Cooperative, Inc
 Italgas, S.p.A.
 Jamaica Public Service Company Limited/
 National Water Commission
 MetroGas, S.A.
 Miami-Dade Water & Sewer Department
 Movistar (Telefonica)
 National Solid Waste Management Authority
 National Water Commission
 Naturgy BAN, S.A.
 NextEra Energy, Inc
 Peoples Gas System, Inc.
 Solid Waste Management Corporation St. Kitts
 St. Johns County Utility Department
 St. Kitts & Nevis Cable Communications Ltd.
 d/b/a The Cable
 St. Kitts Electricity Company, Ltd.
 TECO Peoples Gas
 Telecentro, S.A.
 Telecom Argentina, S.A.
 Telefónica de Argentina, S.A.
 Telefónica, S.A.
 The Cable
 The Water Authority of the Cayman Islands
 TIM, S.p.A.
 T-Mobile US, Inc.
 Total Play Telecomunicaciones, S.A. de C.V.
 Tropigas Dominicana, S.r.L
 Verizon Wireless
 Vodafone Italia, S.p.A.
 Water Authority - Cayman
 Water Services Department St. Kitts
 WideOpenWest, Inc.

Wind Tre S.p.A.
 Wireless Ventures (Cayman Islands) Ltd
 Zeta Gas

Vendors

Abarrotera Del Duero, S.A. de C.V.
 Aguilar Espinosa Daniel Atocha
 Balch Tours Cancun
 Barrera Martinez Ivar
 Bimbo, S.A. De C.V.
 Bionic Zoo & Aquarium, Inc.
 Cabrera Ventura Hector Eduardo
 Camara Barrera Veronica Alejandra
 Canche Martin Roger Abel
 Caravali Import, S.A. De C.V.
 Caribe Transfers, S.A. De C.V.
 Cervezas Cuauhtemoc Moctezuma, S.A. De C.V.
 Coco Frut De Cancun, S. De R.L. De C.V.
 Color Max, S.A. De C.V.
 Colunga Hernandez Jose Joaquin
 Comermares S.A. De C.V.
 Corporacion De Importaciones Y Exportaciones Mexicanas, S.A. De C.V.
 Diken International S. De R.L. De C.V.
 Distribuidora Cuauhtemoc Moctezuma de Cozumel, S.A. De C.V.
 Eduper Productos Y Servicios, S. De R.L. De C.V.
 Embotelladoras Bepensa S.A. De C.V.
 Empacadora y Comercializadora de Occidente S.A. De C.V.
 Euan Elide Azeneth
 Exim Del Caribe S.A. De C.V.
 Frimart S.A. De C.V.
 Fruits y Mas Del Caribe, S.A. De C.V.
 Full Trading, S.A. de C.V.
 G&B Almacenadora S.A. De C.V.
 Galeana Cornejo Richard
 Garcia Luna Araico Araceli
 Grupo Avicola Del Caribe, S.A. de C.V.
 Grupo Empresarial Jomick S.A. De C.V.
 Grupo Junacun S.A. De C.V.
 Grupo Textil Del Caribe S.A. De C.V.
 Hernandez Sosa Aaron
 Huescas Hernandez Laura Silvia

Industria Quimica de Quintana Roo, S.A. de
C.V.
Industria Y Comercio Mar Y Tierra, S.A. de
C.V.
Industrial Patrona S.A. De C.V.
Jig Lideres
Kadimatex S.A. De C.V.
Ku Sanchez Alma Veronica
La Miche Rustique S.A. De C.V.
Livek Del Caribe S.A. De C.V.
Nika Industrias S.A. De C.V.
Novelo UC Paula Soledad
Nueva Wal Mart De Mexico S. De R.L. De
C.V.
Operadora De Ropa Deportiva Cusma, S.A.
de C.V.
Organizacion RG Hermanos S.A. De C.V.
Peluches Marinos. S.A. de C.V.
Planta HBS-Delli S.A. De C.V.
Pollos Cancun S.A. De C.V.
Reveles Urbina Victor Hugo
Segovia Lopez Miguel Angel
Servicios Aventour, S.A. de C.V.
Sigma Foodservice Comercial, S. De R.L. De
C.V.
Soluciones En Limpieza Cozuclean S. De R.L.
De C.V.
Te La Ponemos Facil S.A. De C.V.
Toallera Popular, S.A. de C.V.
Transportadora Villa Caribe, S. De R.L De
C.V.

EXHIBIT C

Engagement Agreement

VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 26 day of March 2025, between Leisure Investments Holdings LLC (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G.

VERITA AGREEMENT FOR SERVICES

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita’s performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days’ written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company’s reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita’s then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably

VERITA AGREEMENT FOR SERVICES

acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such

VERITA AGREEMENT FOR SERVICES

Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

Company Leisure Investments Holdings LLC
Address c/o Riveron Consulting 2515
McKinney Ave 16th Floor
City, ST Zip Dallas, TX 75201
Attn: c/o Robert Wagstaff
Tel: (214) 891-5500
Fax: via email Robert.Wagstaff@riveron.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

