

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)

Hearing Date:

May 5, 2025 at 10:00 a.m. (ET)

Objection Deadline:

April 28, 2025 at 4:00 p.m. (ET)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE
RETENTION AND EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS, LLC
DBA VERITA GLOBAL AS ADMINISTRATIVE ADVISOR TO THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

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 “**Application**”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Practice and Procedure (the “**Bankruptcy Rules**”), and rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), authorizing the Debtors to employ and retain Kurtzman Carson

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.



Consultants, LLC dba Verita Global (“**Verita**”) as administrative advisor (the “**Administrative Advisor**”) in the Chapter 11 Cases effective as of the Petition Date (as defined below), and granting related relief. In support of the Application, the Debtors submit the *Declaration of Evan Gershbein in Support of the Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief* (the “**Gershbein Declaration**”), attached hereto as **Exhibit B**, 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 the 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 sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014- 1 and 2016-1.

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, their business, capital structure, and the circumstances leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of Steven Robert Strom in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* (the “**First Day Declaration**”),² which was filed on the Petition Date and is incorporated herein by reference.

RELIEF REQUESTED

7. The Debtors request entry of an order, substantially in the form of the Proposed Order attached hereto as **Exhibit A**, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, (i) authorizing the Debtors to employ and retain Verita as Administrative Advisor in the Chapter 11 Cases effective as of the Petition Date, and (ii) granting related relief. The terms of the retention and employment of Verita are set forth in that certain engagement agreement (the “**Engagement Agreement**”), attached hereto as **Exhibit C**; provided, however, that the Debtors are seeking

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

approval solely of the terms and provisions as set forth in the Application and the Proposed Order attached hereto.

VERITA'S QUALIFICATIONS

8. Verita is one of the country's leading chapter 11 administrators, and Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Verita has substantial experience providing the Administrative Services (as defined below) in numerous cases of comparable size, including several before the Court. *See, e.g., Fisker Inc. et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 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. Mar. 5, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023); *In re Proterra Inc, et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 7, 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); *In re Tricida*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 23, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); *In re First Guar. Mortg. Corp., et al.*, Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 6, 2022).

9. The Debtors chose Verita to perform the Administrative Services because of Verita's experience, reputation, familiarity with the Chapter 11 Cases, and the competitiveness of its fees. The Debtors submit that using Verita to provide the Administrative Services is the most cost-effective and efficient method to administer the Chapter 11 Cases and will allow the Debtors and their other professionals to focus on key aspects of the Debtors' chapter 11 efforts. Accordingly, the Debtors believe that Verita is qualified to provide the Administrative Services and that Verita's retention in such capacity is in the best interests of the Debtors' estates and their creditors

SERVICES TO BE PROVIDED

10. Pursuant to the Application, the Debtors seek to retain Verita to assist with, among other things, the following bankruptcy administrative services (collectively, the "**Administrative Services**"):

- (a) assisting with, among other things, the preparation of the Debtors' schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs;

- (b) generating, providing, and assisting with claims objections, exhibits, claims reconciliation, and related matters;
- (c) assisting with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan;
- (d) generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results for any chapter 11 plan(s) in the Chapter 11 Cases; and
- (e) providing such other claims processing, noticing, solicitation, balloting, and administrative services, but not included in the Section 156(c) Application,³ as may be requested by the Debtors from time to time.

PROFESSIONAL COMPENSATION

11. The fees Verita will charge in connection with its services to the Debtors are set forth in the pricing schedule attached to the Engagement Agreement. The Debtors respectfully submit that Verita's rates are competitive and comparable to the rates Verita's competitors charge for similar services and are reasonable given the quality of Verita's services and Verita's bankruptcy expertise. Additionally, Verita will seek reimbursement from the Debtors for reasonable and documented expenses in accordance with the terms of the Engagement Agreement.

12. As set forth in the Section 156(c) Application, Verita did not receive any payments from the Debtors in the 90 days prior to the Petition Date.

13. Verita intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the services that it provides as the Administrative Advisor in the Chapter 11 Cases in accordance with

³ On the Petition Date, the Debtors filed 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*, seeking to retain Verita as the Debtors' claims and noticing agent pursuant to 28 U.S.C. § 156(c) (the "**Section 156(c) Application**") [Docket No. 4]. On April 2, 2025, the Court approved the Section 156(c) Application [Docket No. 33].

the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court.

DISINTERESTEDNESS

14. The Gershbein Declaration represents that, to the best of its knowledge, Verita is not connected with the Debtors, their creditors, and that, to the best of Verita's knowledge, after due inquiry, Verita does not by reason of any direct or indirect relationship to, have a connection with or interest in the Debtors, hold or represent any interest materially adverse to the Debtors, their estates or any class of creditors or equity interest holders with respect to the matters upon which it is to be engaged. Further, Verita has performed a comprehensive conflict search in connection the Application. Based upon the Gershbein Declaration, Verita is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code.

INDEMNIFICATION

15. As part of the overall compensation payable to Verita under the terms of the Engagement Agreement, the Debtors have agreed to certain indemnification obligations as set forth in the Engagement Agreement, to the extent permitted by applicable law and as modified in the Proposed Order.

16. The terms of the Engagement Agreement and indemnification provisions included therein were negotiated at arm's-length between the Debtors and Verita, and the Debtors respectfully submit that these provisions of the Engagement Agreement are reasonable and in the best interests of the Debtors, their estates, and their creditors. Moreover, consistent with the practice in this jurisdiction, the Debtors request, and Verita has agreed, that the Court approve the indemnification provisions reflected in the Engagement Agreement subject to the modifications set forth in the Proposed Order. The Debtors believe that the proposed modifications to the

indemnification provisions of the Engagement Agreement are appropriate under the circumstances, consistent with recent orders entered in this jurisdiction and, therefore, should be approved.

BASIS FOR RELIEF

I. Retention and Employment of Verita as the Administrative Advisor is Permitted.

17. The Debtors seek approval of the employment and retention of Verita as Administrative Advisor pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) provides that a debtor “may employ one or more . . . professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist” the debtor in carrying out its duties. 11 U.S.C. § 327(a).

18. In addition, section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

19. Bankruptcy Rule 2014(a) requires that an application for retention include:

“[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.”

Fed. R. Bankr. P. 2014(a).

20. Additionally, Local Rule 2014-1 requires an entity seeking approval of employment under section 327(a) of the Bankruptcy Code to file a motion, supporting affidavit

and proposed order, all of which have been satisfied by the Application, the Gershbein Declaration, and the Proposed Order. Further, in accordance with Local Rule 2014-1, Verita acknowledges its continuing duty to supplement the Gershbein Declaration with additional material information relating to the employment of Verita, if necessary.

21. In light of the size of the Chapter 11 Cases, the Debtors respectfully submit that employing and retaining Verita pursuant to the terms of the Engagement Agreement, as modified by the Proposed Order, is necessary and in the best interests of the Debtors' estates and all parties in interest. The Debtors also believe that the terms and conditions of the Engagement Agreement, as modified by the Proposed Order are reasonable. Further, Verita will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other procedures or orders of the Court.

II. Relief Effective as of the Petition Date is Appropriate.

22. Pursuant to the Debtors' request, Verita has agreed to serve as Administrative Advisor 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 pre-Application services. The Debtors believe that no party in interest will be prejudiced by the granting of employment as of the Petition Date, as provided in the Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period. Courts in this district have routinely approved employment effective as of the Petition Date similar to that requested herein in matters comparable to this matter.

23. Accordingly, to help manage administrative tasks with respect to the numerous notice parties that are expected to be involved in the Chapter 11 Cases, and the complexity of such

cases, the Debtors respectfully request entry of an order authorizing the Debtors to employ and retain Verita as Administrative Advisor effective as of the Petition Date.

NOTICE

24. Notice of this Application will be provided to: (a) the U.S. Trustee; (b) the Debtors' 20 largest unsecured creditors (excluding insiders), once identified; (c) counsel to the Prepetition First Lien Noteholders and DIP Lenders; (d) counsel to the DIP Agent; (e) counsel to Prepetition Second Lien Noteholders; (f) counsel to the Prepetition First Lien Collateral Agent and the Prepetition Second Lien Collateral Agent; and (g) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

[Signature Page Follows]

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and granting such other relief as is just and proper.

Respectfully Submitted,

Dated: April 14, 2025

/s/ Robert Wagstaff
Name: Robert Wagstaff
Chief Restructuring Officer

**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)

Hearing Date:

May 5, 2025 at 10:00 a.m. (ET)

Objection Deadline:

April 28, 2025 at 4:00 p.m. (ET)

NOTICE OF APPLICATION

PLEASE TAKE NOTICE that the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) have filed the *Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief* (the “**Application**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be filed on or before **April 28, 2025 at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned proposed counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON MAY 5, 2025 AT 10:00 A.M. (ET) BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 2, WILMINGTON, DELAWARE 19801.

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.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: April 14, 2025

/s/ Jared W. Kochenash

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Sean T. Greecher (No. 4484)

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed 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 AUTHORIZING THE RETENTION AND EMPLOYMENT OF KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS ADMINISTRATIVE
ADVISOR TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “**Application**”)² of the Debtors for entry of an order (this “**Order**”) authorizing the Debtors to retain Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as their Administrative Advisor in the Chapter 11 Cases, effective as of the Petition Date, as more fully described in the Application; and upon the *Declaration of Evan Gershbein in Support of the Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief* (the “**Gershbein Declaration**”); and this Court having reviewed the Application and the Gershbein Declaration; and this Court having jurisdiction to consider the Application and the relief

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 ascribed to such terms in the Application.

requested therein in accordance with 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; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Application is hereby GRANTED as set forth herein.
2. The Debtors are authorized under section 327(a) of the Bankruptcy Code to employ and retain Verita as their Administrative Advisor in accordance with the terms set forth in the Application and the Engagement Agreement effective as of the Petition Date. Notwithstanding the terms of the Engagement Agreement, the Application is approved solely as set forth in this Order.
3. Verita is authorized to perform the Administrative Services described in the Application and set forth in the Application and the Engagement Agreement, and to take such other action to comply with all duties set forth in the Application and the Engagement Agreement.
4. In addition to the services set forth in the Application and the Engagement Agreement, Verita is authorized to provide other bankruptcy administration services as the Debtors and the Clerk of the Court may request from time to time.

5. Verita shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in the Chapter 11 Cases regarding professional compensation and reimbursement of expenses.

6. The Debtors are authorized to indemnify Verita under the terms of the Engagement Agreement, subject to the following modifications:

- a. The Indemnified Parties 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 this Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, 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 the Indemnified Parties' gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Indemnified Parties' contractual obligations if this 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 the Indemnified Parties should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;
- c. If before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal); or (ii) the entry of an order closing the Chapter 11 Cases, the Indemnified Parties believe that they are entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, the Indemnified Parties must file an application therefor with this Court, and the Debtors may not pay any such amounts to the Indemnified Parties 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 this Court shall have jurisdiction over any request for fees and

expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.

7. The Debtors and Verita are authorized to take all steps necessary or appropriate to carry out this Order.

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

9. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

10. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

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)

(Jointly Administered)

**DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND
EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL AS ADMINISTRATIVE ADVISOR TO THE DEBTORS, EFFECTIVE
AS OF THE PETITION DATE; AND (II) GRANTING RELATED RELIEF**

I, Evan Gershbein, being duly sworn, state the following under penalty of perjury:

1. I am an Executive Vice President of Corporate Restructuring Services for Kurtzman Carson Consultants, LLC dba Verita Global ("**Verita**"), whose offices are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California 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 (I) Authorizing the Retention and Employment of Kurtzman*

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.

*Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief (the “**Application**”).²*

3. This Declaration incorporates 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 Petition Date* attached as **Exhibit B** to the Section 156(c) Application.

4. As Administrative Advisor, Verita will perform the Administrative Services specified in the Application and the Engagement Agreement.

5. Verita has substantial experience providing the Administrative Services in numerous cases in this Court. *See, e.g., Fisker Inc. et al.*, Case No. 24-11390 (TMH) (Bankr. D. Del. Jun 19, 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. Mar. 5, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 22, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Oct. 3, 2023); *In re Proterra Inc, et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 7, 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)

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

(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); *In re Tricida*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 23, 2023); *In re Carestream Health, Inc., et al.*, Case No. 22-10778 (JKS) (Bankr. D. Del. Aug. 26, 2022); *In re First Guar. Mortg. Corp., et al.*, Case No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 6, 2022).

6. 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, in that Verita and its professional personnel:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of the chapter 11 cases, directors, officers or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interest of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the, the Debtors.

7. I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the “**Potential Parties in Interest**”) in the Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Exhibit 1**. Verita is not aware of any relationship that would present a disqualifying conflict of interest.

8. The Debtors have many creditors and, accordingly, Verita may have rendered and may continue to render services to certain of these creditors in matters unrelated to the Chapter 11

Cases, either as vendors or in cases where Verita serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator. Verita has not and will not represent the separate interests of any such creditor in the Chapter 11 Cases. To the best of my knowledge, neither Verita, nor any of its professional personnel, has any relationship with the Debtors that would impair Verita's ability to serve as Administrative Advisor. Verita has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships, except to the extent that Verita and counsel to the Debtors have communicated concerning the preparations for the Chapter 11 Cases, are unrelated to the Chapter 11 Cases. In addition, Verita personnel may have relationships with some of the Debtors' creditors. Such relationships are, however, of a personal or financial nature and are unrelated to the Chapter 11 Cases. Verita has and will continue to represent clients in matters unrelated to the Chapter 11 Cases and has and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to the Chapter 11 Cases.

9. To the best of my knowledge, and except as disclosed herein and in the Section 156(c) Application, Verita neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as would be required by section 327(a) of the Bankruptcy Code. Verita has performed a comprehensive conflicts check in connection with the Section 156(c) Application and will continue to supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

10. 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.

11. 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.

12. 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.

13. 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.

14. Verita has informed the Debtors that, subject to Court approval, it will invoice the Debtors at its standard hourly rates, which are set forth in the Engagement Agreement.

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.

Dated: April 14, 2025

/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

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
Entretenimiento, S.A. de C.V.
Servicios Compartidos Para El
Entretenimiento, 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
 Interam 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 -
 Subdirecciond 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 McMahon

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
 Comermars 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.

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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.

VERITA AGREEMENT FOR SERVICES

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

A handwritten signature in black ink, appearing to read "Evan Gershbein".

BY: Evan Gershbein DATE: 3/27/25
TITLE: EVP, Corporate Restructuring Services

Company

A handwritten signature in black ink, appearing to read "Robert Wagstaff".

BY: Robert Wagstaff DATE: 3/27/2025
TITLE: Chief Restructuring Officer

Fee Structure

Consulting Services & Rates¹

Position	Hourly Rate
Analyst	Waived
<p>The Analyst processes incoming mail, creditor mail, creditor correspondence and returned mail, and supports the case team with administrative tasks as required.</p>	
Technology/Programming Consultant ²	\$28 - \$76
<p>The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.</p>	
Consultant/Senior Consultant/Director	\$52 - \$192
<p>The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. Verita's Consultants average over six years of experience.</p> <p>The Senior Consultant manages the various data collection processes required by the chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. Verita's Senior Consultants average over seven years of experience.</p> <p>The Director is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. Verita's Directors average over twelve years of experience and are generally former practitioners.</p>	
Securities/Solicitation Consultant	\$196
<p>The Securities Director/Solicitation Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Consultant provides support on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Securities Director/Solicitation Lead	\$200
<p>The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services and other additional complex consulting tasks.</p>	
Weekend, holidays and overtime	Waived

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

² Certain technology development fees may be applicable.

Printing & Noticing Services

Service	Fee
Printing	\$0.10 per image (volume discounts apply)
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived ³
Fax noticing	\$0.05 per page
Public Securities Events	Varies by Event
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper	Quote prior to publishing

Claims Administration & Management Expenses

Service	Fee
License fee and data storage	\$0.10 per record per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to Verita CaseView (secure, password protected)	Waived
Proprietary, secured, password protected portal for unlimited users. Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information. Functionality to run or request customized reports summarizing case analytics	

Verita eServices

Service	Fee
Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

³ A set-up fee for email services larger than 50 parties may apply. This set-up fee varies depending on the total number of parties

Document Management/Imaging

Service	Fee
Electronic imaging (scanning & bar coding)	\$0.10 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

Call Center Support Services

Service	Fee
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response (“IVR”)	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of call Center	Standard hourly rates

Disbursements

Service	Fee
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

Fund and Distribution Services⁴

Service	Fee
363 Sale Escrow Fee Per Bidder	\$500
Professional Fee Escrow/Per Wire	\$300
DIP Account	Fee Waived

⁴ Fees and charges are subject to increase based on market conditions, including the addition of bank fees. Verita will provide prior written notice of the effective date of any such increase or addition.