

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Jointly Administered)

Ref. Docket No. 218

**CERTIFICATION OF COUNSEL REGARDING *REVISED* PROPOSED ORDER
(I) AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY
GREENHILL & CO., LLC AS INVESTMENT BANKER, EFFECTIVE AS OF
MAY 15, 2025, AND (II) GRANTING RELATED RELIEF**

On June 13, 2025, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) filed the *Debtors’ Application for Entry of an Order (I) Authorizing the Debtors to Retain and Employ Greenhill & Co., LLC as Investment Banker to the Debtors, Effective as of May 15, 2025, and (II) Granting Related Relief* [Docket No. 218] (the “**Application**”). A proposed form of order approving the Application was attached to the Application as Exhibit A (the “**Proposed Order**”).

The deadline to file objections or otherwise respond to the Application was set as June 27, 2025 at 4:00 p.m. (ET) (the “**Objection Deadline**”). Prior to the Objection Deadline, the Debtors received informal comments to the Proposed Order from the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”).

¹ Due to the large number of Debtors in these chapter 11 cases a complete list of the Debtors is not provided herein. A complete list of the Debtors along with the last four digits of their tax identification numbers, where applicable, may be obtained on the website of the Debtors’ noticing and claims agent at <https://veritaglobal.net/dolphinco>, or by contacting counsel for the Debtors. For the purposes of these chapter 11 cases, the address for the Debtors is Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.



To resolve the U.S. Trustee's comments, the Debtors have agreed to revise the Proposed Order, as reflected in the revised Proposed Order attached hereto as **Exhibit A** (the "**Revised Proposed Order**"). For the convenience of the Court and other interested parties, a blackline comparing the Revised Proposed Order against the Proposed Order is attached hereto as **Exhibit B**.

WHEREFORE, the Debtors did not receive any objections or responses other than that described herein, and the U.S. Trustee does not object to entry of the Revised Proposed Order, the Debtors respectfully request that the Court enter the Revised Proposed Order without further notice or a hearing at the Court's earliest convenience.

Dated: July 2, 2025

/s/ Jared W. Kochenash

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Revised Proposed Order

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

In re:

LEISURE INVESTMENTS HOLDINGS LLC,
et al.,¹

Debtors.

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**ORDER (I) AUTHORIZING THE DEBTORS TO RETAIN
AND EMPLOY GREENHILL & CO., LLC AS INVESTMENT BANKER,
EFFECTIVE AS OF MAY 15, 2025, AND (II) GRANTING RELATED RELIEF**

Upon consideration of the application (the “**Application**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of this order (a) authorizing the employment and retention of Greenhill & Co., LLC (“**Greenhill**”), as investment banker, effective as of the Petition Date, as more fully set forth in the Application; and upon consideration of the Application and all pleadings related thereto, including the Mleczek Declaration; and having determined that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and having determined that venue of the Chapter 11 Cases and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and having determined that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and having determined that this Court may enter a final order consistent with Article III of the United States Constitution; and having determined that notice of the Application has been

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

given as set forth in the Application, and that such notice is adequate and no other or further notice need be given; and this Court finding that, based on the representations made in the Application and in the Mleczko Declaration, Greenhill is a “disinterested person” as such term is defined under section 101(14) of the Bankruptcy Code; and it appearing that the employment of Greenhill is in the best interests of the Debtors, their estates, and creditors; and this Court having found that the terms and conditions set forth in the Engagement Letter are reasonable as required by section 328(a) of the Bankruptcy Code; and upon the record herein; and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved, as set forth herein.
2. The Debtors are authorized to retain and employ Greenhill as investment banker, effective as of May 15, 2025, under the terms of the Engagement Letter attached as Exhibit C to the Application, as modified by this Order.
3. None of the fees payable to Greenhill shall constitute a “bonus” or fee enhancement under applicable law.
4. The Debtors are authorized to compensate and reimburse Greenhill consistent with the terms of the Engagement Letter, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of this Court, provided, however, that Greenhill shall not seek reimbursement for any attorneys’ fees or expenses for the defense against any formal objection to its fee applications filed in these Chapter 11 Cases.
5. The requirements of the Bankruptcy Code, the Bankruptcy Rules, and Local Rule 2016-1 are hereby modified such that Greenhill’s restructuring professionals who provide services

to the Debtors (with the exception of personnel in administrative departments, including legal, who shall not be required to keep time records) shall only be required to maintain summary time records in half-hour increments and shall not be required to conform to any schedules of hourly rates.

6. To the extent requested in the Application, Greenhill is granted a waiver with respect to the information requirements contained in Local Rule 2016-1(d).

7. Greenhill is authorized to provide the Debtors with the professional services described in the Application.

8. Greenhill shall use its reasonable best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

9. The Indemnification Provisions in the Engagement Letter are approved subject to the following modifications, application during the pendency of these Chapter 11 Cases:

- a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify the Indemnified Parties, in accordance with the Engagement Letter, for any claim arising from, related to, or in connection with their performance of the services described in the Engagement Letter;
- b. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any Indemnified Party, or provide contribution or reimbursement to any Indemnified Party, (i) for any claim or expense that is judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that Indemnified Party's gross negligence, willful misconduct, or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of Greenhill's obligations under the Engagement Letter, unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company, et al.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to clauses (i) or (ii) of this paragraph, but determined by this Court, after notice and a hearing, to be a claim or expense for which that Indemnified Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order;
- c. Any limitation of liability pursuant to the terms and conditions set forth in the Application, the Engagement Letter, or any ancillary documents thereto shall not apply as to any losses, claims, damages, or liabilities for which the

Indemnified Parties would not be entitled to indemnification under the provisions of this Order; and

- d. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, Greenhill 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 Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Greenhill must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court will have jurisdiction over any request for fees and expenses for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Greenhill. All parties in interest shall retain the right to object to any demand by an Indemnified Party for indemnification, contribution, or reimbursement

10. Notwithstanding anything in the Engagement Letter to the contrary, this Court shall retain jurisdiction over any and all matters arising under or in connection with Greenhill's engagement by the Debtors and the Engagement Letter, including the Indemnification Provisions.

11. Greenhill agrees that the issue of whether it is or is not acting in a fiduciary capacity with respect to the Debtors or their stockholders, employees or creditors is not determined by this Order, and all parties' rights are reserved on this issue upon further determination by the Court.

12. Greenhill shall file fee applications for monthly, interim, and final allowance of compensation and reimbursement of fees and expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any other applicable procedures established by this Court; *provided*, that Greenhill's compensation shall be subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review, including under section 330 of the Bankruptcy Code. This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the

reasonableness of Greenhill's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Greenhill's fees.

13. Notwithstanding the preceding paragraph, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") and this Court shall retain the right to object to the compensation and fees and expenses to be paid to Greenhill pursuant to the Application and the Engagement Letter, including, without limitation, the Monthly Advisory Fee, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, and this Court shall consider any such objection by the U.S. Trustee under section 330 of the Bankruptcy Code.

14. Greenhill shall include in its monthly, interim, and final fee applications, among other things, time records setting forth, in a summary format, a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in half-hour increments, but Greenhill shall be excused from keeping time in tenth-hour increments[or on a "project category" basis].

15. Notwithstanding anything in the Application, Engagement Letter, or the Mleczko Declaration, to the extent the Debtors wish to expand the scope of Greenhill's services beyond those services set forth in the Application, Engagement Letter, or Indemnification Provisions, the Debtors shall be required to seek further approval from this Court. Notwithstanding anything in the Application, the Engagement Letter, or the Mleczko Declaration to the contrary, Greenhill shall (a) to the extent that Greenhill uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the "**Contractors**") in these Chapter 11 Cases, Greenhill shall pass-through the cost of such Contractors to the Debtors at the same rate

that Greenhill pays the Contractors, (b) seek reimbursement for actual costs only, (c) ensure that the Contractors are subject to the same conflict checks as required for Greenhill, and (d) file with this Court such disclosures required by Bankruptcy Rule 2014.

16. In the event that, during the pendency of these Chapter 11 Cases, Greenhill seeks reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys, appropriately redacted to preserve applicable privileges, shall be included in Greenhill's fee applications and such invoices and time records shall be in compliance with the Local Rules, and shall be subject to the U.S. Trustee Guidelines and approval of this Court under the standards of Bankruptcy Code sections 330 and 331, without regard to whether such attorney has been retained under Bankruptcy Code section 327; *provided*, that Greenhill shall not seek reimbursement from the Debtors' estates for any attorney's fees incurred in defending against objections to any of Greenhill's fee applications filed in these Chapter 11 Cases.

17. To the extent that there is any inconsistency between the terms of the Application, the Mleczko Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

18. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order in accordance with the Application.

19. Notwithstanding the possible applicability of Bankruptcy Rule 6004, 7062, or 9014, this Order shall be effective and enforceable upon entry hereof.

20. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

21. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT B

Blackline

**IN THE UNITED STATES BANKRUPTCY COURT
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Debtors.

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Upon consideration of the application (the “**Application**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of this order (a) authorizing the employment and retention of Greenhill & Co., LLC (“**Greenhill**”), as investment banker, effective as of the Petition Date, as more fully set forth in the Application; and upon consideration of the Application and all pleadings related thereto, including the Mleczko Declaration; and having determined that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and having determined that venue of the Chapter 11 Cases and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and having determined that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and having determined that this Court may enter a final order consistent with Article III of the United States Constitution; and having determined

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that notice of the Application has been given as set forth in the Application, and that such notice is adequate and no other or further notice need be given; and this Court finding that, based on the representations made in the Application and in the Mleczko Declaration, Greenhill is a “disinterested person” as such term is defined under section 101(14) of the Bankruptcy Code; and it appearing that the employment of Greenhill is in the best interests of the Debtors, their estates, and creditors; and this Court having found that the terms and conditions set forth in the Engagement Letter are reasonable as required by section 328(a) of the Bankruptcy Code; and upon the record herein; and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and good and sufficient cause appearing therefor,

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- c. Any limitation of liability pursuant to the terms and conditions set forth in the Application, the Engagement Letter, or any ancillary documents thereto shall not apply as to any losses, claims, damages, or liabilities for which the Indemnified Parties would not be entitled to indemnification under the provisions of this Order; and
- d. ~~e.~~ If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, Greenhill 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 Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Greenhill must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court will have jurisdiction over any request for fees and expenses for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Greenhill. All parties in interest shall retain the right to object to any demand by an Indemnified Party for indemnification, contribution, or reimbursement

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12. ~~11.~~ Greenhill shall file fee applications for monthly, interim, and final allowance of compensation and reimbursement of fees and expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S.

Trustee Guidelines, and any other applicable procedures established by this Court; *provided*, that Greenhill's compensation shall be subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review, including under section 330 of the Bankruptcy Code. This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Greenhill's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Greenhill's fees.

13. ~~12.~~ Notwithstanding the preceding paragraph, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") and this Court shall retain the right to object to the compensation and fees and expenses to be paid to Greenhill pursuant to the Application and the Engagement Letter, including, without limitation, the Monthly Advisory Fee, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, and this Court shall consider any such objection by the U.S. Trustee under section 330 of the Bankruptcy Code.

14. ~~13.~~ Greenhill shall include in its monthly, interim, and final fee applications, among other things, time records setting forth, in a summary format, a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in half-hour increments, but Greenhill shall be excused from keeping time in tenth-hour increments[or on a "project category" basis].

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18. ~~17.~~ The Debtors are hereby authorized to take such actions and to execute such

documents as may be necessary to implement the relief granted by this Order in accordance with the Application.

19. ~~18.~~ Notwithstanding the possible applicability of Bankruptcy Rule 6004, 7062, or 9014, this Order shall be effective and enforceable upon entry hereof.

20. ~~19.~~ The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

21. ~~20.~~ This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.