

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

LEISURE INVESTMENTS HOLDINGS LLC,  
*et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-10606 (LSS)

(Jointly Administered)

Ref. Docket No. 610

**ORDER (I) AUTHORIZING REJECTION OF CERTAIN EXECUTORY CONTRACTS;  
AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)<sup>2</sup> of the Debtors for entry of an order (this “**Order**”) (i) authorizing the Debtors to reject, effective as of the Rejection Date, a certain executory contracts, including any supplements, schedules, amendments, modifications, guarantees, or other agreements in connection therewith to which any Debtor is a party, which the Debtors have determined, in their business judgment, should be rejected; and (ii) granting related relief; and upon the First Day Declaration; and upon the statements of counsel made in support of the relief requested in the Motion at the hearing (if any) before this Court; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 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 it appearing that venue of the Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.



found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and in accordance with the Bankruptcy Rules and Local Rules and that no other or further notice is necessary; and after due deliberation thereon; and this Court having found that the relief herein is in the best interests of the Debtors' estates; and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Rejected Contracts listed on Schedule 1 hereto, including, as applicable, any and all supplements, schedules, amendments, modifications, guarantees, or other agreements in connection therewith to which any Debtor is a party, are hereby rejected effective as of the Rejection Date.
3. Claims arising out of the rejection of the Rejected Contracts, if any, must be filed on or before the date that is thirty (30) days after the date of entry of this order.
4. Nothing herein shall prejudice the rights of the Debtors to assert that any of the Rejected Contracts was terminated prior to the Rejection Date, or that any claim for damages arising from the rejection of any of the Rejected Contracts is limited to the remedies available under any applicable termination provision of such contract, or that any such claim is an obligation of a third party, and not that of the Debtors or their estates, or to otherwise contest any claims that may be asserted in connection with any the Rejected Contracts.
5. Nothing in this Order: (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive or otherwise

affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates; or (iii) shall be construed as a promise to pay a claim.

6. The Debtors are authorized to take any and all actions necessary to effectuate the relief granted herein.

7. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

**SCHEDULE 1****Rejected Contracts<sup>1</sup>**

	<b>Counterparty</b>	<b>Counterparty Address</b>	<b>Debtor Counterparty</b>	<b>Contract Description</b>
1.	Airgas USA LLC	2015 Vaughn Rd. NW, Suite 400, Kennesaw, GA 30144	Gulf World Marine Park, Inc.	Equipment Lease
2.	Auto Owner's Insurance	6101 Anacapri Blvd., Lansing, MI 48917-3999	Gulf World Marine Park, Inc.	Car Insurance
3.	Bay Hyundai	636 W. 15th St., Panama City, FL 32401-2236	Gulf World Marine Park, Inc.	Retail Installment Sale Contract (Automobile)
4.	Demolition Pros LLC	1912 Wolford Rd., Clearwater, FL 33760	Gulf World Marine Park, Inc.	Demolition Contractor Agreement
5.	Gulf World Marine Institute, Inc.	15412 Front Beach Rd., Panama City Beach, FL 32413	Gulf World Marine Park, Inc.	Interim Agreement
6.	LSN Partners LLC	3800 NE 1st Ave., Suite 200, Miami, FL 33137	Controladora Dolphin, S.A. de C.V.	Consulting Service Agreement
7.	LSN Partners LLC	3800 NE 1st Ave., Suite 200, Miami, FL 33137	MS Leisure Company	Consulting Service Agreement

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<sup>1</sup> The Rejected Contracts shall include, as applicable, any and all supplements, schedules, amendments, modifications, guarantees, settlements or other agreements in connection therewith to which any Debtor is a party.

	Counterparty	Counterparty Address	Debtor Counterparty	Contract Description
8.	o8o Leasing, LLC	2804 N. 36th St., Tampa, FL 33605	Gulf World Marine Park, Inc.	Hurricane Simulator Revenue Share Agreement (RSA)
9.	SSA Group LLC	4624 Central Park Blvd., Suite 100, Denver, CO 80238	Gulf World Marine Park, Inc.	Concessionaire Agreement
10.	SSA Group LLC	4624 Central Park Blvd., Suite 100, Denver, CO 80238	Marineland Leisure, Inc.	Concessionaire Agreement
11.	Thompson Tractor Co., Inc.	P.O. Box 746941 Atlanta, GA 30374-6941	Gulf World Marine Park, Inc.	Forklift Leasing Agreement
12.	WOW! Business	7887 East Bellewiew Ave. Englewood, CO 80111	Gulf World Marine Park, Inc.	Internet Agreement