

**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)

**Re: Docket Nos. 299, 402, 512, 582, 636, 638-  
644, 650, 657-661, 669, 679, & 680**

**DECLARATION OF ROBERT WAGSTAFF IN SUPPORT OF  
THE PROPOSED SALE OF THE MARINELAND PROPERTY  
(9600 N. OCEANSHORE BLVD., FLAGLER COUNTY, FLORIDA)**

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

1. I am a Managing Director at Riveron Management Services, LLC (“**Riveron**”), which is an internationally recognized restructuring and turnaround firm. By order dated April 30, 2025 [Docket No. 106], the Court approved (a) Riveron’s employment and retention by the Debtors and (b) my designation as the Chief Restructuring Officer (the “**CRO**”) of the debtors and debtors-in-possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases. I am duly authorized to submit this declaration on behalf of the Debtors.

2. I am personally responsible for Riveron’s restructuring and turnaround engagements for cross-border projects in Latin America and the United States’ Southeast region. I have more than thirty (30) years of financial and operational experience, spanning a wide range

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<sup>1</sup> Due to the large number of debtors in these chapter 11 cases, which are being jointly administered, 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.



of industries in the United States and Latin America. I specialize in assisting distressed companies in all areas of operational and financial restructuring, and I have advised debtors, creditors, investors, and court-appointed officers in multiple chapter 11 bankruptcy cases and out-of-court matters. I have previously held senior positions with Berkeley Research Group LLC, Frontera Capital Advisors, FTI Consulting, Inc., and Sitel Group. I have a Bachelor of Commerce degree in Accounting from Concordia University.

3. I submit this declaration (this “**Declaration**”) on behalf of the Debtors in support of the proposed Sale (the “**Proposed Sale**”) of the real property located at 9600 N. Oceanshore Blvd., Flagler County, Florida (the “**Marineland Property**”).

4. Notice of the Proposed Sale of the Marineland Property was provided in the (i) *Notice of Proposed Sale, Bidding Procedures, Auction, and Sale Hearing* [Docket No. 512] (the “**Sale Notice**”) and (ii) *Notice of Successful and Backup Bidders with Respect to the Auction of the Debtors’ Real Property Located at (A) 15400 and 15412 Front Beach Road, Panama City, Florida and (B) 9600 N. Oceanshore Blvd., Flagler County, Florida* [Docket No. 582], filed in accordance with the order [Docket No. 402] (the “**Bidding Procedures Order**”) approving the *Debtors’ Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Assets* [Docket No. 299] (the “**Bidding Procedures Motion**”).

5. Unless otherwise stated herein, all facts set forth in this Declaration are based upon (i) my personal knowledge and experience; (ii) my and Riveron’s experiences in these and other chapter 11 cases; (iii) discussions with certain other professionals at Riveron and with the Debtors’ other advisors; and/or (iv) information learned from my review of relevant documents, information supplied to me from members of the Debtors’ management or the Debtors’ advisors.

6. I am over the age of eighteen (18) and authorized to submit this Declaration on behalf of the Debtors. I am not being specifically compensated for this testimony other than through payments received by Riveron as a retained professional in the Chapter 11 Cases. If called upon to testify, I could and would testify as to the facts set forth herein.

**THE CHAPTER 11 CASES AND THE NEED  
FOR A SALE AND MARKETING PROCESS**

**A. General Background**

7. On March 31, 2025 (the “**Commencement Date**”), certain of the Debtors filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code. On April 16, 2025 and May 4, 2025, Controladora Dolphin, S.A. de C.V. and Embassy of the Seas Limited, respectively, also filed voluntary petitions for relief pursuant to chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered for procedural purposes only. *See* Docket Nos. 32, 68 & 126.

8. On May 6, 2025, the Office of the United States Trustee for the District of Delaware appointed an official committee of unsecured creditors. Additional information regarding the Debtors, including their business operations, their corporate and capital structure, and the events leading to the commencement of the Chapter 11 Cases, are set forth in detail in the *Declaration of Steven Robert Strom in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 10] (the “**First Day Declaration**”).<sup>2</sup>

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<sup>2</sup> Capitalized terms used but not herein defined have the meaning given to them in the First Day Declaration, Bidding Procedures Motion, Sale Notice, or the *Debtors’ Reply in Support of the Proposed Sale of the Marineland Property (9600 N. Oceanshore Blvd., Flagler County, Florida)*, filed concurrently herewith, as applicable.

## B. Specific Background

### *i. Overview of the Florida Properties*

9. As of the Commencement Date, the Debtors operated four marine facilities in the United States, all located in Florida (collectively, the “**Florida Properties**”)—(i) Miami Seaquarium, located in Miami, Florida (“**Miami Seaquarium**”); (ii) Gulf World Marine Park, located in Panama City Beach, Florida (“**Gulf World**”); (iii) Marineland Dolphin Adventure, located in St. Augustine, Florida (“**Marineland**”); and (iv) Dolphin Connection, located in Hawk’s Cay, Florida (“**Dolphin Connection**”). All of the Florida Properties were operated as aquarium and marine parks and provided personal experiences with marine and other animal species. The Debtors’ educational and personal programming at the Florida Properties promoted conservation and environmental stewardship. The Florida Properties housed various species of animals, including dolphins, seals, sea turtles, rays, fish, eels, exotic birds and reptiles.

10. When the Debtors’ current management commenced the Chapter 11 Cases and thereafter took control over the Florida Properties, the Debtors hired an independent veterinary consultant and conducted park visits at all of the Florida Properties to assess the operations at each facility and determine, among other things, whether such facilities could continue to be reasonably and responsibly operated under existing conditions.

11. In early June 2025, the Debtors ultimately determined to close Gulf World and transfer the animals located at that facility to other locations due to deteriorating infrastructure caused by years of neglect and deferred capital expenditures, as well as the significant cost required to undertake repairs necessary for maintaining acceptable conditions for the marine animals housed at Gulf World.<sup>3</sup> All of the Debtors’ animals at Gulf World, including the three bottlenosed

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<sup>3</sup> The Debtors also determined that due to ongoing litigation, deferred capital expenditures, and substantial financial losses, the Debtors could not sustainably continue to operate Miami Seaquarium, requiring the Debtors to

dolphins (Capri, NOAA 0010052, Soleil, NOA000, and Sandy, NOA0001323) proposed to be transferred to Theater of the Sea, Inc. (the “**Transferred Dolphins**”), were transferred to the Debtors’ other facilities in Florida, except for certain rough-toothed dolphins, which were transferred on loan to a non-profit and accredited aquarium facility. That aquarium facility is the only facility in the nation that maintains the specialized warm water habitat required for rough-toothed dolphin species with capacity to house the Debtors’ animals.

12. The Debtors determined that their other Florida Properties—Marineland and Dolphin Connection—could continue to be operated in their existing condition. However, only Dolphin Connection was operating at a profit. Marineland continued to be operated, but at a loss. As noted herein, Marineland is anticipated to operate at a loss of approximately \$150,000 through December of 2025, in addition to an allocable portion of the costs of administering these Chapter 11 Cases, over and above this net operating loss. All of these costs and losses to date have been funded with debtor-in-possession financing (“**DIP Financing**”).

*ii. DIP Financing*

13. The Debtors commenced the Chapter 11 Cases in a liquidity crisis. Therefore, the Debtors’ first and primary objective was to obtain DIP Financing to adequately fund operations and a sale and marketing process for all or substantially all of their assets (the “**Sale Process**”). The Debtors sought, and obtained approval of, approximately \$43 million in new money DIP Loans, pursuant to the DIP Credit Agreement among the Debtors and the DIP Lenders. *See* Docket No. 508. The DIP Loan matures on January 4, 2026, and requires the Debtors to adhere to certain

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commence a sale and marketing process to identify an assignee who could invest in substantial infrastructure improvements, among other things, as detailed in my declaration in support of the assumption and assignment of the Miami Seaquarium lease [Docket No. 558]. After engaging in such sale and marketing process, which began in July 2025, the Debtors sought, and obtained, approval of the assumption and assignment of the Miami Seaquarium lease. *See* Docket No. 607.

case milestones, including a deadline of October 10, 2025 to close a transaction for the sale of the Debtors' Other Florida Assets.

14. In determining the amount of DIP Financing required to fund the Chapter 11 Cases, the Debtors anticipated that proceeds from one or more Sales of the Other Florida Assets would be used to fund operating expenses and the Chapter 11 Cases, as needed, during the fourth quarter of 2025 and the first quarter of 2026. The Debtors' revenue is projected to decrease due to, among other factors, the closing of two facilities and seasonality trends. Absent an alternative funding source, the Debtors anticipate that proceeds of the Proposed Sale will be needed to fund the Debtors' operations and the Chapter 11 Cases beginning in December 2025.

*iii. Marineland Operations*

15. Marineland is a marine facility located in St. Augustine, Florida. Marineland was originally designed in the late 1930s and early 1940s for Hollywood filmmakers to shoot underwater footage for movies and other media. In its heyday, Marineland was a popular destination for dolphin visitors. However, over time, changing public preferences and other challenges have reduced public demand for dolphin interactions, and revenue has been declining. Marineland has also suffered from years of mismanagement and will require any new bidder to invest substantial capital in deferred capital expenditures, marketing, programming, and other initiatives, if Marineland were to continue as a going concern. Riveron has discovered that, consistent with prior management's neglect of ordinary upkeep and maintenance at the Debtors' parks prior to the Petition Date, there are approximately \$750,000 to \$1,000,000 of capital expenditure projects that were deferred or ignored—certain of which are projects that relate to ongoing care of the animals and safety of guests, such as needed repairs to concrete infrastructure

at the facility and extensive maintenance required for generators at the facility that serve as backups for the animal habitats.

16. Marineland currently is home to 17 dolphins, along with certain fish and invertebrate species. As detailed above, certain of the dolphins located at Marineland, including the Transferred Animals, were recently transported there as a result of the closure of the Gulf World facility. Marineland has never been the Transferred Animals' permanent home. Consequently, Marineland currently accommodates the maximum number of dolphins that the Debtors' veterinary and animal welfare specialists believe can reasonably be housed in the space available at the facility.

17. As of the Commencement Date, the Debtors' employed approximately 40 individuals at Marineland on a part time, full time, and seasonal basis. The Debtors' employees provide the Debtors with administrative services; animal support, care, and veterinary services; maintenance; security services; hospitality and guest coordination; and other services. The Debtors offer their employees certain health benefit services, such as medical insurance and workers' compensation insurance pursuant to certain benefit plans and programs.

18. In the ordinary course of business, the Debtors (i) maintain a customary insurance package for the Marineland operations, including management liability, general liability, property liability, and certain other insurance; (ii) utilize payment processors necessary for accepting forms of electronic payment for ticket and other sales; (iii) maintain relationships with certain vendors and have executory contracts for goods and services associated with the Debtors' daily operations; (iv) accrue and pay various taxes and other liabilities commensurate with conducting business in Florida; and (v) maintain certain regulatory permits and licenses to exhibit dolphins for public viewing.

19. The Debtors primarily generate revenue at Marineland through ticket and photograph sales associated with dolphin interaction programs. As with all the Debtors' facilities, operations at Marineland are seasonal, and revenue fluctuates accordingly. The Debtors are transitioning from a historically busy season to a typically slower season for ticket sales. In the next six months, it is anticipated that the Marineland facility will incur negative cash flow in the amount of approximately \$850,000.

#### **SALE AND MARKETING PROCESS**

20. After stabilizing their operations, the Debtors focused their efforts on commencing the Sale Process, having determined that a sale or other disposition of the Debtors' assets was critical to maintaining and generating value for all stakeholders as well as safeguarding the well-being of the Debtors' animals.

21. In July 2025, the Debtors engaged Greenhill & Co., LLC ("**Greenhill**") as their investment banker and Keen-Summit Capital Partners LLC ("**Keen**") as their real estate advisor and broker in the Chapter 11 Cases to market all or substantially all of the Debtors' assets and otherwise explore potential transactions to maximize the value of the Debtors' assets. *See* Docket Nos. 300 & 301. The Debtors directed Greenhill and Keen to jointly market certain of the Debtors' assets, including the Marineland Property, as either a going concern or a real property sale, to maximize exposure to the market and generate interest in the Debtors' assets.

22. Throughout the Sale Process, the Riveron team responded to Greenhill's, Keen's, and bidders' requests for information about the Debtors' assets, provided detailed financial and other information, as requested, and facilitated tours of the Debtors' facilities, including at Marineland.



23. I understand that both Greenhill and Keen engaged throughout the sale and marketing process with Jim Jacoby, a local property developer and owner of property adjacent to the Marineland Property, starting in May of 2025. On June 23, 2025, Mr. Jacoby submitted a non-binding letter of intent to acquire the Marineland Property (the “**Jacoby Letter of Intent**”). A copy of the Jacoby Letter of Intent is attached hereto as **Exhibit A**. The Jacoby Letter of Intent consists of only two pages and, given its preliminary nature, did not include any executed transaction documents, designations of assumed and assigned executory contracts and leases, evidence of corporate authority to submit a bid, proof of financial ability to perform, proof of pro forma capital structure, and proof of necessary regulatory approvals.

24. After receiving the Jacoby Letter of Intent, the Riveron, Keen, and Greenhill teams all continued to communicate with Mr. Jacoby in an effort to obtain a Qualified Bid from him and those working with him that would allow for the acquisition of Marineland as a going concern. In August 2025, the Riveron team facilitated a tour of Marineland with Mr. Jacoby along with certain individuals that were working with Mr. Jacoby on a potential bid for Marineland as a going concern. Those individuals included Respondents Jack Kassewitz and Felicia Cook, members of the Coalition that solicited the participation of Jon and Barbara Rubel and were identified in the non-binding letter of intent submitted to the Debtors by the Rubels (the “**Rubel Letter of Intent**”) as the parties who would be operating Marineland as a going concern under the Coalition’s proposal. In addition, certain members of the Riveron team and, upon information and belief, the Debtors’ current employees have been in close contact with Ms. Cook, who has regularly inquired as to the status of the Sale Process and certain additional information as it relates to Marineland. Accordingly, I am aware that, as they were working with Mr. Jacoby in connection with his

evaluation of a bid for Marineland, Mr. Kassewitz and Ms. Cook have been involved with the Sale Process since at least August 2025.

25. Leading up to the Bid Deadline for the Marineland Property, I had regular meetings with the Debtors' independent director and advisors, including Keen and the Debtors' bankruptcy counsel, to discuss the status of the Sale Process, including the bids that the Debtors anticipated receiving. At no point in the time leading up to the Bid Deadline did I learn of any requests from the Coalition for (i) additional time to submit a Qualified Bid or (ii) additional diligence or other information requests. As of the Bid Deadline, there were ultimately no parties that were able to present a Qualified Bid as a going concern.

26. Only after the Bid Deadline had passed and the Debtors had selected opening bids for the Auction did the Debtors receive the Rubel Letter of Intent, which proposed that an entity not yet formed at that point would purchase Marineland as a going concern for \$4 million, and that Mr. Kassewitz and Ms. Cook would operate Marineland on a go-forward basis. The Rubel Letter of Intent could not be considered a Qualified Bid because it lacked significant information that was necessary for the Debtors to ascertain whether the Coalition could feasibly transact and, most notably, failed to include an executed purchase agreement.

27. On October 11, 2025, members of the Debtors' team, including Riveron and Greenhill, engaged in additional email correspondence with the Rubels about the Rubel Letter of Intent. Because the Rubel Letter of Intent provided no evidence that would give the Debtors any assurance that the proposed acquirer had any ability to obtain the regulatory approvals required to take possession of the animals at the Marineland Property, the Debtors advised that, while the Debtors were willing to cooperate with the Rubels in obtaining the necessary regulatory approvals after the Auction, given the lack of conditionality in the Qualified Bids received by the Bid

Deadline, the Rubels' bid could not be conditioned upon obtaining such regulatory approvals. The Rubels did not submit any type of Qualified Bid.

28. The Debtors, Greenhill, Keen, and Riveron teams discussed the Rubels' outreach and spent several days attempting to support the Rubels' requests and working with the Rubels to obtain a Qualified Bid. However, none of the Rubels, Mr. Kassewitz, or Ms. Cook ever submitted a binding bid of any kind (and certainly not a Qualified Bid), and none of the information provided to the Debtors by the Rubels gave the Debtors reason to believe that providing the Coalition with additional time would lead to an actionable proposal. Therefore, the Debtors determined to proceed with the Auction for the Qualified Bids that were received in advance of the Auction.

29. On October 13, 2025, I attended the Auction for the Marineland Property, along with other members of the Riveron team, the Debtors' independent director, Harold Bordwin and other members of the Keen team, members of the Greenhill team, and Debtors' counsel. After bidding concluded, the Debtors selected Delightful Development LLC ("**Delightful Development**") as the Successful Bidder for the Marineland Property with an all-cash offer of \$7.1 million. I understand that the Successful Bid has no contingencies other than standard closing conditions (such as delivery of a settlement statement and purchase price, etc.), and it is expected to promptly close. I further understand that the Successful Bid provides the Debtors with a three-month period following the closing of the Proposed Sale to transfer the animals located at the Marineland Property to new, licensed, and accredited homes.

30. I believe that the Proposed Sale is the result of a months-long, fair, and public sale process conducted by experienced industry professionals, as detailed above and in the (i) *Declaration of Harold J. Bordwin in Support of the Proposed Sale of the Real Property Located at 9600 N. Oceanshore Blvd., Flagler County, Florida* (the "**Bordwin Declaration**"), and

(ii) *Declaration of Jakub Mleczko in Support of the (I) Proposed Sale of Certain of the Marineland Property to Delightful Development LLC, and (II) Transfer of Certain Animals to Theater of the Sea, Inc.* (the “**Mleczko Declaration**”), filed concurrently herewith.

31. I further believe that the marketing efforts of the Debtors were comprehensive and exhaustive, and that over the course of the Sale Process, the Debtors appropriately engaged with potentially interested parties to consider a wide range of proposed transactions.

32. As a result of the Debtors’ sale and marketing efforts, I believe that the Successful Bid submitted by Delightful Development LLC for the Marineland Property is the highest and best offer for the Marineland Property, and that consummation of the Proposed Sale constitutes a reasonable exercise of the Debtors’ business judgment.

#### **ANIMAL RELOCATION PLAN**

33. In anticipation of the Sale or other disposition of the Debtors’ assets, the Debtors began contingency planning for their animals in the event that they did not receive interest in or could not otherwise sell or assign their assets as a going concern. Over several months, the Debtors have been soliciting offers from various domestic accredited institutions to relocate their animals, including those that live at Marineland. To facilitate the animal relocation, the Debtors have engaged an international animal transfer consultant to locate and coordinate the transport of Marineland’s animal life to new licensed and accredited homes, and the Debtors have been actively engaged in discussions with such institutions to ascertain the extent of such institutions’ facilities, suitability for the Debtors’ animals, and licensing and accreditation, among other circumstances.

34. The Debtors have commitments, subject to final documentation, for placement of all of the marine animals currently housed at Marineland. Specifically, the Debtors are working with thirteen (13) institutions to take the Debtors’ marine animals, and more than forty (40)

facilities for their non-marine animals. Such transfers will be facilitated pursuant to animal transfer agreements submitted to the Court for approval pursuant to the procedures established by the Court for certain miscellaneous asset transfers. *See* Docket No. 401. Notably, the Debtors expect that the facilities adopting the animals will be solely responsible for the transfer, transportation, handling, and delivery of the animals. The Debtors anticipate that the transfer of the animals at Marineland can reasonably be consummated by not later than the end of December 2025, particularly given that the Debtors have already identified recipients.

35. The Debtors have been prioritizing, and will continue to prioritize, the health, wellness, and safety of the animals at every opportunity. The Debtors' experienced and knowledgeable team, including animal welfare specialists and veterinary professionals, along with outside experts, will support and supervise the process and ensure that all of the Debtors' animals are treated in accordance with industry standards and all applicable state and federal regulations with respect to the animals' treatment and transport. This includes ensuring that (i) animals are closely monitored before, during, and after transport; (ii) appropriate transportation and other equipment is secured and utilized; (iii) appropriate staffing levels are maintained to support animal transition and transport; (iv) appropriate medical care and food is available; and (v) appropriate permitting and authorizations are obtained.

36. The Debtors have worked, and will continue to work, with regulatory agencies, including the U.S. Department of Agriculture, National Oceanic and Atmospheric Administration, the Florida Fish and Wildlife Conservation Commission, among others, and will keep such agencies apprised of the Debtors' animal transition efforts, as required under applicable law. In addition, the Debtors will work closely with these agencies to ensure that the parties who will

provide the new homes for the animals are properly accredited and licensed to maintain necessary levels of care.

**THE SUCCESSFUL BID SUBMITTED BY DELIGHTFUL DEVELOPMENT IS THE HIGHEST AND BEST BID FOR THE MARINELAND PROPERTY**

37. I believe that the Successful Bid submitted by Delightful Development is the highest and best offer for the Marineland Property. The Debtors considered all relevant circumstances and selected the bid submitted by Delightful Development as the Successful Bid, in an appropriate use of the Debtors' sound business judgment, as it was the transaction for the highest purchase price and was most likely to optimize value by mitigating substantial transaction risk and cost and provide certainty for all constituents, consistent with the Debtors' fiduciary duties to the creditors and other stakeholders in the Chapter 11 Cases, while allowing for a coordinated and organized transfer of the Debtors' animals to new homes with accredited institutions, and providing the Debtors' estates with much needed liquidity (which will be used to fund operations and animal welfare initiatives).

**A. Duty to Maximize Recoveries**

38. After a full and fair marketing process, the Successful Bid was selected because it will maximize the value of the Debtors' estates. I understand that the Debtors have a duty to maximize value of the Debtors' assets for the benefit of the Debtors' estates and creditors. The Successful Bid provides the highest purchase price for the Marineland Property, while also mitigating costs and risk associated with, among other things, the failure to close an alternative transaction, the need to continue to care for the animals at the Marineland Property until a closing, and the need to continue to incur costs related to the ongoing maintenance of the Marineland Property so that it can continue to safely house the animals until closing. The Debtors did not

receive any other bids that provided as much value to the Debtors' estates and creditors as provided by the Proposed Sale.

**B. Liquidity Constraints and DIP Maturity**

39. As detailed above, the Debtors are facing liquidity constraints as the Debtors near the maturity date of their DIP Financing and require the proceeds from the Proposed Sale to fund ongoing operations at the Debtors' continuing operating facilities, as well as to fund the costs of the Chapter 11 Cases. This is particularly acute where the Debtors are headed into a slow season and expect revenue at Marineland to decline over the next approximately six months, requiring additional sources of funding to satisfy ongoing operational costs. If proceeds of the Proposed Sale are not realized before year end, the Debtors' estates will be insolvent absent further funding. To address the Debtors' liquidity challenges, the Debtors believe that they must consummate an efficient and prompt sale transaction that minimizes transaction costs to provide the Debtors with a prompt source of continued funding. The Proposed Sale does not have any material contingencies, provides an all-cash bid, and reduces transaction costs and execution risks, which could lead to additional challenges and costs. Therefore, I believe that the Proposed Sale best positions the Debtors to address their liquidity needs under the circumstances.

**C. Execution Costs and Risks**

*i. Licenses, Permits, and Other Governmental Approvals*

40. Over the course of the Chapter 11 Cases, the Debtors have regularly consulted with regulatory counsel regarding the Debtors' legal obligations, as marine park operators, in connection with the animals under their care, as well as to understand the regulatory requirements for transferring certain of the Debtors animals (in particular, the dolphins) to a third party in connection with a sale or other transaction involving a change of control.

41. My understanding, as a non-attorney, is that there are licenses, permits, and other governmental approvals (collectively, the “**Government Licenses**”) required to take possession of the Debtors’ dolphins, and that certain of such licenses are site-specific, non-transferable, and would require, in a best-case scenario, not less than 90 days, and potentially six to twelve months, to obtain after operations of the U.S. government recommence. There is also the risk that a potential buyer of Marineland as a going concern would not be able to obtain Government Licenses at all. Therefore, the ability of a party to timely obtain Government Licenses is a condition precedent to closing any going concern Sale of Marineland and a material deal term that would (i) delay the Debtors’ receipt of Sale proceeds that are necessary to fund operations and the Chapter 11 Cases and risk an administrative insolvency of these Chapter 11 Cases; (ii) inject uncertainty into a Sale transaction regarding the timing of closing and the need to continue to operate for an unknown period of time; (iii) require the Debtors to operate at a deficit and at a time when the Debtors are facing liquidity constraints; and (iv) substantially increase the execution risk and costs associated with closing a transaction.

42. To date, no party, including the Coalition, has approached the Debtors with a binding Qualified Bid at all, much less a specific and articulable plan to timely obtain the Government Licenses necessary for a third party to operate Marineland as a going concern.

43. In contrast, however, the Proposed Sale is not contingent on the satisfaction of any condition precedent (other than standard closing requirements, such as wiring the purchase price and executing transaction documents, etc.). Therefore, the Proposed Sale provides the Debtors with an efficient and prompt path forward that mitigates both transaction cost and risk. The Proposed Sale is expected to close as soon as possible, but not later than December 2025, thereby providing the Debtors with a critical source of liquidity. Further, the Proposed Sale will allow the



Debtors to avoid (i) spending substantial resources supporting a transition agreement with a going concern buyer; (ii) the cost and burden associated with supporting a buyer in its effort to obtain new Government Licenses and addressing the issue related thereto, which is not an issue for the transfer of animals to homes that already maintain Government Licenses for existing facilities; and (iii) the cost and burden on the Debtors' estates if the a Sale to a buyer as a going concern fails to close because a buyer is unable to obtain Government Licenses or fails to do so in a timely fashion.

*ii. Financial Wherewithal and Ability to Transact*

44. After extensive consultation with their advisors, the Debtors believe that the Proposed Sale offers a significantly higher certainty of closing than the transaction contemplated by the Rubel Letter of Intent. Delightful Development is a sophisticated, well-funded party that timely and actively engaged with the Debtors and has complied with the Bidding Procedures approved by the Court, demonstrating Delightful Development's commitment and financial ability to perform their obligations under the Proposed Sale, and providing the Debtors with no reason to doubt that the Proposed Sale will promptly close.

45. This is in stark contrast to the Coalition, which has never submitted a Qualified Bid or even any binding bid, even after having been given additional time and assistance, and after months of discussions with the Debtors. What is more, the non-binding Rubel Letter of Intent, even if it were translated into a Qualified Bid, proposes \$3.6 million less of consideration to the estates than the proposed transactions with Delightful Development and Theater of the Sea, Inc. The Coalition's inability to comply with the threshold requirements for submitting a Qualified Bid is a factor when considering the value of any potential transaction offered by the Coalition because the Debtors require a prompt closing to ensure that the Debtors have a source of liquidity, and cannot afford to incur unnecessary costs and expenses addressing issues and deficiencies that may

arise in the context of a transaction contemplated by the Coalition. Moreover, the Debtors have significant concerns about whether they could reasonably transfer their operations, including the care of 17 dolphins, to parties that do not appear to be sufficiently prepared to discharge such significant responsibilities.

**D. Animal Welfare**

46. As detailed above, the Debtors have already obtained commitments from various accredited institutions that possess the Government Licenses required to accept possession and take over the care of the Debtors' animals located at Marineland. Moreover, the Debtors are working with and have notified the applicable regulatory authorities to ensure that any and all animal transfers are performed in accordance with applicable law. The Debtors recognize that they have not only contractual liabilities under the Purchase Agreement to promptly transfer the animals to alternative homes, but also have legal obligations under applicable state and federal laws as to the ongoing care for the animals until they are transferred. As noted above, the Debtors already have commitments for placement of their animals, and believe that they can coordinate the transfer of such animals in accordance with all applicable laws on the timeline proposed.

47. For the reasons set forth herein, I believe that the Proposed Sale is the best option under the circumstances for ensuring the long-term health and wellness of the animals located at the Marineland Facility.

**NECESSITY OF THE PROPOSED SALE**

48. A timely sale of the Marineland Property advances the Debtors' overall strategy to preserve estate resources, ensure the well-being of their animals, and progress toward a viable chapter 11 plan. As detailed above, certain of the Florida Properties were characterized by acute maintenance and safety challenges, making their divestiture a priority for the Debtors to avoid any

further drain on the resources of the estates. While the Debtors do not believe Marineland suffers from the same critical infrastructure problems as Gulf World that provide a clear and present risk to animal health, Marineland is in need of refurbishment, including the capital expenditure projects discussed above, would benefit from a reduction in the number of dolphins housed at the facility, and is currently operating at a deficit (even before consideration of the costs of administration of the Chapter 11 Cases that is allocable to Marineland), thereby draining the Debtors' financial resources.

49. As detailed above, given that the Debtors' DIP Loans are maturing in approximately 60 days, the Debtors cannot feasibly maintain the costs associated with the Marineland Property over an extended period, particularly going into a typically slow revenue season. The Proposed Sale would immediately mitigate operating expenses while generating necessary additional liquidity for the Debtors' estates.

50. Furthermore, the Debtors believe that prompt consummation of the Proposed Sale will best position the Debtors' animals located at Marineland for long-term success by providing them with new homes at accredited, licensed alternative facilities that possess additional means for providing care. While the Debtors believe that disruption to their animals' lives should be minimized, the transfer of the Debtors' animals at Marineland is unavoidable under the circumstances.

#### **CORPORATE AUTHORITY AND TITLE TO THE ASSETS**

51. I believe that the Debtors, as applicable, have (i) full requisite corporate or other organizational power and authority to consummate the Proposed Sale, execute the underlying purchase agreement and all documents or agreements ancillary thereto (collectively, the "**Purchase Agreement**"), and perform all related obligations, and (ii) taken all requisite

corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of the Purchase Agreement and the consummation by the Debtors, including as required by their respective organizational documents.

52. I also believe that, immediately prior to consummating the Proposed Sale, the Marineland Property will constitute property of the Debtors' estates, good title is vested in the Debtors' estates, and the Debtors are the sole and rightful owners of such Real Property.

**THE TERMS OF THE PROPOSED SALE SHOULD BE APPROVED**

53. I believe that the Debtors and Delightful Development negotiated the terms of the Proposed Sale and the Purchase Agreement at arm's-length, in good faith, and without collusion. The Debtors did not enter into the Purchase Agreement for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors. I do not believe that the Debtors or Delightful Development have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code.

54. Finally, it is my understanding that neither Delightful Development, nor any affiliate of Delightful Development, is a successor to any of the Debtors or their estates, and the Proposed Sale does not amount to a consolidation, merger, or *de facto* merger of any of Delightful Development or any of their affiliates with or into any of the Debtors. I understand that (i) Delightful Development in no way induced or caused any chapter 11 filing by the Debtors, (ii) all payments to be made by Delightful Development in connection with the Proposed Sale have been disclosed, and (iii) Delightful Development recognized that the Debtors were free to deal with any other party interested in acquiring the Marineland Property. I believe that Delightful Development is consummating the Proposed Sale in good faith and is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code. I also understand that Delightful

Development is not an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

**CONCLUSION**

55. For the foregoing reasons, I believe that consummating the Proposed Sale on the terms set forth in the Purchase Agreement is fair and reasonable, is in the best interests of the Debtors and their estates and represents a sound exercise of the Debtors’ business judgment.

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

Dated: November 5, 2025

/s/ Robert Wagstaff

Robert Wagstaff

**EXHIBIT A**

**Jacoby Letter of Intent**



June 23, 2025

Matthew Bordin  
Principal & Co-President  
Keen-Summit Capital Partners, LLC.  
1 Huntington Quadrangle  
Suite 2C04  
Melville, NY 11747  
[mbordwin@keen-summit.com](mailto:mbordwin@keen-summit.com)

## LETTER OF INTENT

### STRICTLY PRIVATE AND CONFIDENTIAL

**Re: Letter of Intent to Purchase the assets of Marineland Leisure, Inc. located along Oceanshore Boulevard contained under Flagler County Tax Parcel Maps 06-10-31-0000-01010-0130 & 06-10-31-0000-01010-0023 at the Project known as Marineland Dolphin Adventure**

Dear Mr. Bordwin:

This Letter of Intent ("Letter of Intent") sets forth the preliminary terms and conditions upon which Jacoby Development, Inc. (the "Purchaser") would purchase from Marineland Leisure, Inc., a Florida Company (the "Owner") certain defined parcels in the project known as Marineland Dolphin Adventure situated along Oceanshore Boulevard in Marineland, Florida on approximately 6.05 acres. (the "Property", as further defined in Section 1 below):

**1. Property:**

The "Property" includes the area of land as shown in the attached Exhibit "A" and is comprised of approximately 6.05 acres located under two (2) separate tax map parcels. The subject site is situated along the east and west side of Oceanshore Boulevard, within the Town of Marineland, Florida.

**2. Sales Price:**

The Purchaser shall purchase the Property from the Owner free and clear of any debt and encumbrances for a purchase price of Three Million (\$3,000,000) Dollars in totality.

**3. Title Company/Earnest Money:**

Upon execution of this Letter of Intent, the Purchaser will deposit in escrow, the sum of Five Thousand (\$5,000) Dollars with a to be determined title company in an interest-bearing account as an earnest money deposit towards the acquisition of the Property by Purchaser (together with accrued interest, the "Initial Deposit"); and

**4. Limitation on Representations:**

At Closing, the Owner shall have no liability for the breach of a representation and warranty if, prior to Closing, the Purchaser becomes aware of any factual matter which is contrary to a representation and warranty made by Owner in the Purchase Agreement and, notwithstanding such factual discrepancy, the Purchaser nonetheless proceeds to close. The Purchaser will

June 23, 2025

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acquire the Property "as is" and "with all faults", and will release and indemnify the Owner from all claims relating hereto (other than those arising from a breach of any representation or warranty). The Purchaser shall rely on its policy of title insurance with respect to title matters.

**5. Closing:**

Closing of the transaction contemplated by this Letter of Intent ("Closing") will take place within thirty (30) days immediately upon execution of Purchase Sale Agreement. The Purchaser, at its discretion, may extend the closing period thirty (30) days at no cost.

**6. Confidentiality:**

The parties will maintain the confidentiality of the terms of the transaction and the contents of this Letter of Intent and transaction documents, except that the Purchaser may disclose material terms which are necessary or required to be disclosed in connection with its due diligence investigations and by applicable law and rules of any exchange applicable to the Purchaser or its affiliates.

Very truly yours,

Jacoby Development, Inc.

By: \_\_\_\_\_



Name: James F. Jacoby

Its: Chairman

**AGREED:**

XZY, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

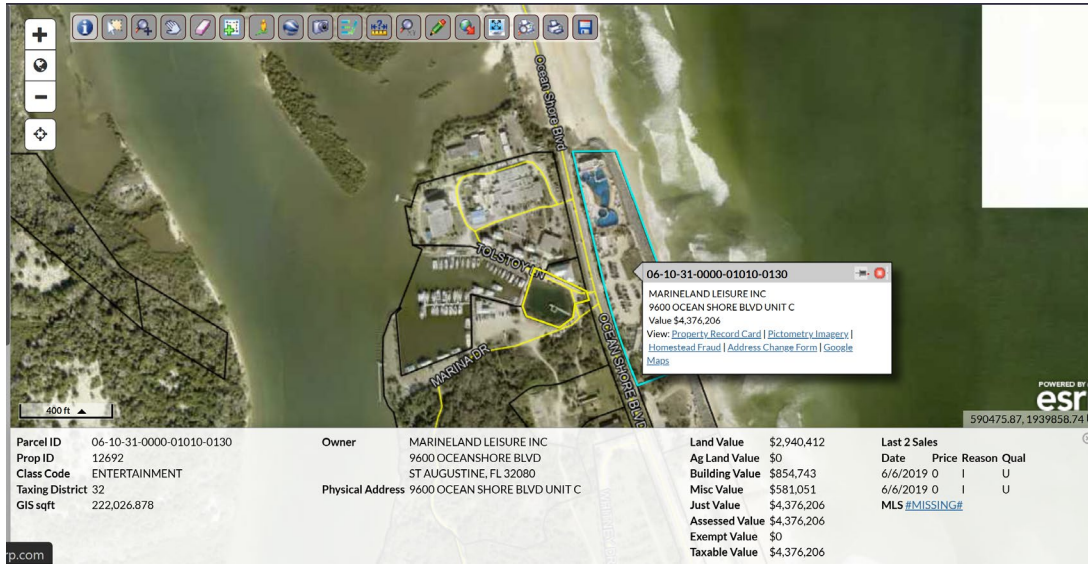
Its: \_\_\_\_\_

Date: \_\_\_\_\_



June 23, 2025

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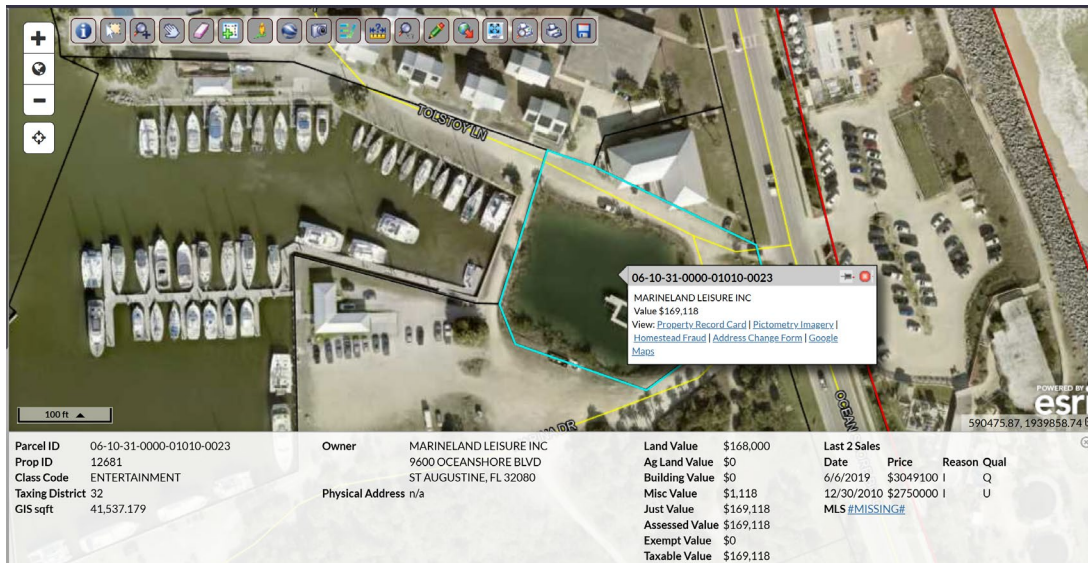


**Results:**

**Parcel ID - 06-10-31-0000-01010-0130**  
**Prop ID - 12692**  
**Address - 9600 OCEAN SHORE BLVD UNIT C**  
**Owner - MARINELAND LEISURE INC**  
[View: Property Record Card](#) | [Pictometry Imagery](#) | [Homestead Fraud](#) | [Address Change Form](#) | [Google Maps](#)

**Parcel ID - 06-10-31-0000-01010-0023**  
**Prop ID - 12681**  
**Owner - MARINELAND LEISURE INC**  
[View: Property Record Card](#) | [Pictometry Imagery](#) | [Homestead Fraud](#) | [Address Change Form](#) | [Google Maps](#)

Parcel ID	Prop ID	Class Code	Taxing District	GIS sqft	Owner	Physical Address	Land Value	Ag Land Value	Building Value	Misc Value	Just Value	Assessed Value	Exempt Value	Taxable Value	Last 2 Sales
06-10-31-0000-01010-0130	12692	ENTERTAINMENT	32	222,026.878	MARINELAND LEISURE INC	9600 OCEANSHORE BLVD ST AUGUSTINE, FL 32080	\$2,940,412	\$0	\$854,743	\$581,051	\$4,376,206	\$4,376,206	\$0	\$4,376,206	Date: 6/6/2019 Price: 0 Reason: I Qual: U MLS #MISSING#



**Results:**

**Parcel ID - 06-10-31-0000-01010-0023**  
**Prop ID - 12681**  
**Owner - MARINELAND LEISURE INC**  
[View: Property Record Card](#) | [Pictometry Imagery](#) | [Homestead Fraud](#) | [Address Change Form](#) | [Google Maps](#)

**Parcel ID - 06-10-31-0000-01010-0130**  
**Prop ID - 12692**  
**Address - 9600 OCEAN SHORE BLVD UNIT C**  
**Owner - MARINELAND LEISURE INC**  
[View: Property Record Card](#) | [Pictometry Imagery](#) | [Homestead Fraud](#) | [Address Change Form](#) | [Google Maps](#)

Parcel ID	Prop ID	Class Code	Taxing District	GIS sqft	Owner	Physical Address	Land Value	Ag Land Value	Building Value	Misc Value	Just Value	Assessed Value	Exempt Value	Taxable Value	Last 2 Sales
06-10-31-0000-01010-0023	12681	ENTERTAINMENT	32	41,537.179	MARINELAND LEISURE INC	9600 OCEANSHORE BLVD ST AUGUSTINE, FL 32080	\$168,000	\$0	\$0	\$11,118	\$169,118	\$169,118	\$0	\$169,118	Date: 6/6/2019 Price: \$3049100 Reason: I Qual: Q 12/30/2010 \$2750000 I U MLS #MISSING#