

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 Nos. 401 & 792

**NOTICE OF REVISED SCHEDULE TO ASSET TRANSFER AGREEMENT
FOR THE TRANSFER OF MISCELLANEOUS ANIMAL ASSETS**

PLEASE TAKE NOTICE that, on July 29, 2025, the United States Bankruptcy Court for the District of Delaware (the “**Court**”) entered that certain *Order Establishing Procedures for Sales of Certain Miscellaneous Assets Outside the Ordinary Course of Business Free and Clear of All Liens, Claims, Interests and Encumbrances Pursuant to Section 363 of the Bankruptcy Code* [Docket No. 401] (the “**Miscellaneous Asset Sale Procedures Order**”),² whereby the Court authorized the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), to sell and/or otherwise transfer certain assets, including the Debtors’ animals, in accordance with procedures provided for therein.

PLEASE TAKE FURTHER NOTICE that, on December 1, 2025, the Debtors filed the Second Notice of Miscellaneous Animal Asset Transfers, which, pursuant to the terms of the Miscellaneous Asset Sale Procedures Order, proposed to transfer ownership of certain animals (the “**Transferred Animals**”) to various counterparties. The Debtors attached, among others, an animal transfer agreement (the “**Clearwater ATA**”) by and between certain of the Debtors and Clearwater Marine Aquarium (“**Clearwater**”).

PLEASE TAKE FURTHER NOTICE that the Debtors have entered into an amendment to revise Schedule 1.1 to the Clearwater ATA, attached hereto as **Exhibit A**, to include the transfer of a nurse shark to Clearwater. For the convenience of the Court and other interested parties, a blackline illustrating the revisions to Schedule 1.1 to the Clearwater ATA is attached hereto as **Exhibit B**.

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.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Miscellaneous Asset Sale Procedures Order or the *Debtors’ Second Notice of Proposed Miscellaneous Animal Asset Transfers* [Docket No. 792] (the “**Second Notice of Miscellaneous Animal Asset Transfers**”), as applicable.



PLEASE TAKE FURTHER NOTICE that anyone interested in receiving more information regarding the Sale of the Assets and/or copies of any related document, including the Bidding Procedures Order, may make a written request to: counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 N. King Street, Wilmington, DE 19801, Attn: Jared W. Kochenash (jkochenash@ycst.com). In addition, copies of the Bidding Procedures Order and this notice may be examined by interested parties (i) free of charge at the website established for these chapter 11 cases, <https://veritaglobal.net/dolphinco>, or (ii) on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted online at www.deb.uscourts.gov (a PACER login and password are required and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov).

Dated: December 4, 2025

/s/ Allison S. Mielke

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Clearwater ATA Amendment

**FIRST AMENDMENT
TO
ANIMAL DONATION AND TRANSFER AGREEMENT**

This First Amendment to Animal Donation and Transfer Agreement (this “First Amendment”) is entered into as of December 3, 2025, by and among Marineland Leisure, Inc., a Florida corporation (“Marineland”), Gulf World Marine Park, Inc., a Florida corporation (“Gulf World”) and MS Leisure Company a Florida corporation (“MS Leisure” and together with Marineland and Gulf World the “Transferors”), and Clearwater Marine Aquarium, a 501(c)(3)-qualified non-profit organization (“Transferee”)

WHEREAS, Transferors and Transferee are parties to that certain Animal Donation and Transfer Agreement, dated as of November 26, 2025 (the “Agreement”);

WHEREAS, Section 7.4 of the Agreement permits amendment of the Agreement by a written instrument signed by Transferors and Transferee; and

WHEREAS, the parties to the Agreement desire to amend Schedule 1.1 to the Agreement pursuant to the terms of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

Section 2. Amendment to Schedule 1.1. Schedule 1.1 to the Agreement is deleted and Schedule 1.1 to this First Amendment is inserted in its place as Schedule 1.1 to the Agreement.

Section 3. Amendment. This First Amendment may be amended, modified, and supplemented only by a written instrument signed by all of the parties hereto expressly stating that such instrument is intended to amend, modify, or supplement this First Amendment.

Section 4. Entire Agreement. The Agreement as amended by this First Amendment constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations (whether written and oral) by or among the Parties to the extent they relate in any way to the subject matter hereof.

Section 5. No Third-Party Beneficiaries. This First Amendment shall not confer any rights or remedies upon any Person other than Transferee, Transferors, and their respective successors and permitted assigns.

Section 6. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO AGREEMENT AS

AMENDED BY THIS FIRST AMENDMENT OR ANY RELATED AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 7. Governing Law. This First Amendment shall be governed by and construed in accordance with the internal Laws of the State of Delaware (without giving effect to the principles of conflict of laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

Section 8. Counterparts; Facsimile and Electronic Signatures. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This First Amendment or any counterpart may be executed and delivered by facsimile copies, delivered by electronic communications by portable document format (.pdf), or any other means of electronic execution, including by DocuSign, each of which shall be deemed an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

Transferor:

MARINELAND LEISURE INC.

By: Robert Wagstaff
 Name: Robert Wagstaff
 Title: Chief Restructuring Officer

GULF WORLD MARINE, PARK, INC.

By: Robert Wagstaff
 Name: Robert Wagstaff
 Title: Chief Restructuring Officer

MS LEISURE COMPANY

By: Robert Wagstaff
 Name: Robert Wagstaff
 Title: Chief Restructuring Officer

Transferee:

CLEARWATER MARINE AQUARIUM

By: Joseph Handy
 Name: Joseph Handy
 Title: Chief Executive Officer

Schedule 1.1

Transferred Animals

House Name	Identification #	Age/Birthdate	Color	Sex	Species
Doris	NOA0006306	28 years; 01/1/1997	Grey	Female	<i>Steno bredanensis</i>
Kitana	NOA0006585	18 years; 08/19/2007	Grey	Female	<i>Steno bredanensis</i>
Dagny	NOA0010558	9 years; 03/29/2016	Grey	Female	<i>Steno bredanensis</i>
Wren	NOA0010793	6 years; 10/12/2019	Grey	Female	<i>Steno bredanensis</i>
Star	NOA0005827	26 years; 4/16/1999	N/A	Female	<i>Tursiops truncatus</i>
Squirt	NOA0006634	15 years; 4/13/2010	N/A	Female	<i>Tursiops truncatus</i>
Ocean	NOA0010058	12 years; 5/10/2013	N/A	Female	<i>Phoca vitulina</i>
Pharoah	NOA0010251	10 years; 5/15/2015	N/A	Female	<i>Phoca vitulina</i>
Scallop	NOA0010250	10 years; 5/08/2015	N/A	Female	<i>Phoca vitulina</i>
Powder	N/A	2002 or earlier	N/A	Male	<i>Cacatua galerita</i>
Big Bird	MSAc9601	Unknown	N/A	Male	<i>Ara chloropterus</i>
Mr. Thumbs	N/A	2000 or earlier	N/A	Male	<i>Amazona autumnalis</i>
Skipper	N/A	2012 or earlier	N/A	Male	<i>Cacatua alba</i>
Bubbles	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Peanut	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Froggy	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Shredder	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Lumpy	N/A	Unknown	N/A	Male	<i>Chelonoidis denticulatus</i>
Ripples	N/A	Unknown	N/A	Male	<i>Chelonoidis carbonarius</i>
Bruce	N/A	Unknown	N/A	Female	<i>Ginglymostoma cirratum</i>

EXHIBIT B

Blackline of Schedule 1.1

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Schedule 1.1

Transferred Animals

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Ripples	N/A	Unknown	N/A	Male	<i>Chelonoidis carbonarius</i>
<u>Bruce</u>	<u>N/A</u>	<u>Unknown</u>	<u>N/A</u>	<u>Female</u>	<u><i>Ginglymostoma cirratum</i></u>

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