

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

In re:	Chapter 11
LEISURE INVESTMENTS HOLDINGS LLC, <i>et al.</i> , ¹	Case No. 25-10606 (LSS)
Debtors.	(Jointly Administered)
	Objection Deadline: February 9, 2026 at 4:00 p.m. (ET)
	Hearing Date: February 23, 2026 at 2:00 p.m. (ET)

**MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
FOR AN ORDER FURTHER EXTENDING THE CHALLENGE PERIOD**

The Official Committee of Unsecured Creditors of Leisure Investments Holdings LLC (the “Committee”) files this *Motion of the Official Committee of Unsecured Creditors for an Order Further Extending the Challenge Period* (the “Motion”) and states as follows:

RELIEF REQUESTED

1. The Committee respectfully requests that the Court enter an order further extending the Challenge Period (as defined herein) for a period of approximately sixty (60) days, to March 26, 2026. The Committee requests the extension to ensure that potential claims and causes of action are not waived as the result of the Debtors’ stipulations in the Final DIP Order or otherwise as the result of inadequate discovery. In addition, after discussions with the Debtors and the Debtors’ prepetition secured lenders and DIP lender (collectively, the “Lenders”), the Committee believes that the plan process may resolve issues related to certain of the Debtors’ purported liens without the expense and distraction of a separate adversary proceeding to

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 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.



determine matters related to such liens. Thus, the Committee's prior extension was determined in anticipation of the filing of a plan and disclosure statement. Having suffered through incomplete discovery (*due to the acts of the Debtors' former management – and despite all parties' best efforts in these Cases*), a lack of communication from certain of the Debtors' non-legal professionals, and with a meaningful possibility that a proposed plan may resolve the need for protracted litigation concerning certain of the Debtors' purported liens, the Committee requests a 60-day extension of the Challenge Period.

2. The Committee has been working and negotiating in good faith with the Debtors' prepetition secured lenders and DIP lender (collectively, the "**Lenders**") in hopes of avoiding the need to engage in expensive litigation and related motion practice. As of the date hereof, the parties have not completed their discussions regarding a meaningful extension of the Challenge Period. Thus, the Committee requests this extension.

JURISDICTION AND VENUE

3. This Court has jurisdiction to consider and determine 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. This is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are section 105(a) of title 11 of the United States Code, as amended (the "**Bankruptcy Code**"), Rule 9006 of the Federal Rules of Bankruptcy Procedure, and Rule 9006-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**").

5. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware, the Committee consents to the entry of a final order or judgment with respect to the Motion if 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.

BACKGROUND

6. On March 31, 2025, Leisure Investments Holdings LLC and certain of its affiliates (collectively, the “**Debtors**”) in the above-captioned cases (these “**Cases**”) filed voluntary petitions for relief under 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.

7. No trustee or examiner has been appointed in these Cases.

8. On May 6, 2025, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed the Committee.

A. The Effects of Termination of the Challenge Period.

9. On April 1, 2025, the Debtors filed the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Authorizing the Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, (III) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, (IV) Granting Liens and Superpriority Claims, (V) Modifying the Automatic Stay, and (VI) Scheduling a Final Hearing* [D.I. 9] (the “**DIP Motion**”).

10. On September 5, 2025, the Court entered the *Final Order (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Authorizing*

the Use of Cash Collateral Pursuant to Section 363 of the Bankruptcy Code, (III) Granting Adequate Protection to the Prepetition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, (IV) Granting Liens and Superpriority Claims, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief [D.I. 508] (the “Final DIP Order”).²

11. The Final DIP Order recites the Debtors’ Stipulations as findings of fact and conclusions of law,³ including the following:

- a. The Prepetition First Lien Secured Obligations constitute legal, valid, binding and non-avoidable obligations against each of the Debtors and are not subject to any avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.
- b. As of the Petition Date, (I) the Prepetition First Lien Secured Liens (a) are legal, valid, binding, enforceable, and perfected Liens, (b) were granted to, or for the benefit of, the Prepetition First Lien Secured Parties for fair consideration and reasonably equivalent value, (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate only to (A) the DIP Liens (as defined below), (B) the Carve-Out, and (C) the Prepetition Prior Liens, and (II) (w) the Prepetition First Lien Secured Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition First Lien Notes Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (x) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition First Lien Secured Obligations exist, (y) no portion of the Prepetition First Lien Secured Obligations or any payments made to any or all of the Prepetition First Lien Secured Parties are subject to avoidance, disallowance, disgorgement, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or “claim” (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (z) each of the Guarantees (as defined in the Prepetition First Lien Note Purchase Agreement) shall continue in full force and effect to unconditionally guaranty the Prepetition First Lien Secured Obligations notwithstanding any use of Cash Collateral permitted hereunder or any financing and financial accommodations extended by the DIP Secured Parties

² Capitalized terms not defined herein have the meanings given to them in the Final DIP Order.

³ “Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as appropriate, pursuant to Bankruptcy Rule 7052.” Final DIP Order at p. 5 n.4.

- to the Debtors pursuant to the terms of this Interim Order or the DIP Loan Documents.
- c. The Prepetition Second Lien Secured Obligations constitute legal, valid, binding and non-avoidable obligations against each of the Debtors and are not subject to any avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.
- d. As of the Petition Date, (I) the Prepetition Second Lien Secured Liens (a) are legal, valid, binding, enforceable, and perfected Liens, (b) were granted to, or for the benefit of, the Prepetition Second Lien Secured Parties for fair consideration and reasonably equivalent value, (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law (except for the priming contemplated herein), and (d) are subject and subordinate only to (A) the DIP Liens, (B) the Carve-Out, (C) the Prepetition Prior Liens, and (D) the Prepetition First Lien Secured Liens, and (II) (w) the Prepetition Second Lien Secured Obligations constitute legal, valid, and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Prepetition Second Lien Notes Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (x) no setoffs, recoupments, offsets, defenses, or counterclaims to any of the Prepetition Second Lien Secured Obligations exist, (y) no portion of the Prepetition Second Lien Secured Obligations or any payments made to any or all of the Prepetition Second Lien Secured Parties are subject to avoidance, disallowance, disgorgement, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or “claim” (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (z) each of the Guarantees (as defined in the Prepetition Second Lien Note Purchase Agreement) shall continue in full force and effect to unconditionally guaranty the Prepetition Second Lien Secured Obligations notwithstanding any use of Cash Collateral permitted hereunder or any financing and financial accommodations extended by the DIP Secured Parties to the Debtors pursuant to the terms of this Interim Order or the DIP Loan Documents.
- e. As of the Petition Date, the applicable Debtors owed the Prepetition First Lien Secured Parties, pursuant to the Prepetition First Lien Notes Documents, without defense, counterclaim, reduction or offset of any kind, in respect of loans made, letters of credit issued and other financial accommodations made by the Prepetition First Lien Secured Parties, an aggregate principal amount of not less than \$100 million with respect to the Prepetition First Lien Secured Obligations under the Prepetition First Lien Note Purchase Agreements, plus all accrued and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys’, accountants’, appraisers’, and restructuring advisors’ fees and expenses that are chargeable or reimbursable under the Prepetition First Lien Note Purchase Agreements or

any other letter agreement with the Debtors), and other amounts now or hereafter due under the Prepetition First Lien Note Purchase Agreements.

- f. As of the Petition Date, the applicable Debtors owed the Prepetition Second Lien Secured Parties, pursuant to the Prepetition Second Lien Notes Documents, without defense, counterclaim, reduction or offset of any kind, in respect of loans made, letters of credit issued and other financial accommodations made by the Prepetition Second Lien Secured Parties, an aggregate principal amount of not less than \$105.9 million with respect to the Prepetition Second Lien Secured Obligations under the Prepetition Second Lien Note Purchase Agreements, plus all accrued and hereafter accruing and unpaid interest thereon and any additional fees, expenses (including any reasonable attorneys', accountants', appraisers', and restructuring advisors' fees and expenses that are chargeable or reimbursable under the Prepetition Second Lien Note Purchase Agreements or any other letter agreement with the Debtors), and other amounts now or hereafter due under the Prepetition Second Lien Note Purchase Agreements.
- g. . . . each Debtor and its estate shall be deemed to have forever waived, discharged, and released each of the Prepetition Secured Parties and their respective affiliates, assigns or successors and the respective members, managers, equity holders, affiliates, agents, attorneys, restructuring advisors, consultants, officers, directors, employees and other representatives of the foregoing (all of the foregoing, collectively, the "Prepetition Secured Party Releasees") from any and all "claims" (as defined in the Bankruptcy Code), counterclaims, causes of action (including causes of action in the nature of "lender liability"), defenses, setoff, recoupment, other offset rights and other rights of disgorgement or recovery against any and all of the Prepetition Secured Party Releasees, whether arising at law or in equity, occurring at any time prior to the date of this Interim Order, in each case, relating to and/or otherwise in connection with the Prepetition Secured Obligations, the Prepetition Secured Liens, or the debtor-creditor relationship between any of the Prepetition Secured Parties, on the one hand, and any of the Debtors, on the other hand, including (I) any recharacterization, subordination, avoidance, disallowance or other claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state law, federal law, or municipal law and (II) any right or basis to challenge or object to the amount, validity, or enforceability of the Prepetition Secured Obligations or any payments or other transfers made on account of the Prepetition Secured Obligations, or the validity, enforceability, priority, or non-avoidability of the Prepetition Secured Liens securing the Prepetition Secured Obligations, including any right or basis to seek any disgorgement or recovery of payments of cash or any other distributions or transfers previously received by any of the Prepetition Secured Party Releasees.
- h. All of the Debtors' cash, including any cash in deposit accounts of the Debtors (other than cash held in Excluded Accounts (as defined in the DIP Credit

Agreement)), wherever located, constitutes Cash Collateral of the Prepetition First Lien Agent and the other Prepetition First Lien Secured Parties.

Final DIP Order ¶ E(i)-(viii).

12. The Debtors' Stipulations are binding upon the Debtors and their estates and each other party in interest, including the Committee "except to the extent and only to the extent that":

the Committee or another party in interest such Committee or, any other party in interest. . . other than the Debtors . . . *first*, commences seventy-five (75) calendar days following the date of entry of the First Interim Order . . . (A) a contested matter, adversary proceeding, challenging or otherwise objecting to the admissions, stipulations, findings, or releases included in the Debtors' Stipulations, or (B) a contested matter, adversary proceeding against any or all of the Prepetition Secured Parties in connection with or related to: the Prepetition Secured Obligations, or the actions or inactions of any of the Prepetition Secured Parties arising out of or related to the Prepetition Secured Obligations or the Prepetition Notes Documents, including any claim against any or all of the Prepetition Secured Parties in the nature of a "lender liability" cause of action, setoff, counterclaim, or defense to the Prepetition Secured Obligations (including those under sections 506, 544, 547, 548, 549, 550, and/or 552 of the Bankruptcy Code or by way of suit against any of the Prepetition Secured Parties) . . . and *second*, obtains a final, non-appealable order in favor of such party in interest sustaining any such Challenge in any such timely-filed contested matter, adversary proceeding, or other action

Final DIP Order ¶ 5.

13. If no Challenge is commenced before the Challenge Period Termination Date:

(i) all payments made to or for the benefit of the Prepetition Secured Parties pursuant to, or otherwise authorized by, this Final Order or otherwise (whether made prior to, on, or after the Petition Date) shall be indefeasible and not be subject to counterclaim, set-off, subordination, recharacterization, defense, disallowance, recovery or avoidance, (ii) any and all such Challenges by any party in interest shall be deemed to be forever released, waived, and barred, (iii) all of the Prepetition Secured Obligations shall be deemed to be fully allowed claims within the meaning of section 506 of the Bankruptcy Code (which claims and Liens shall have been deemed satisfied to the extent the Prepetition Secured Obligations are converted into Roll Up DIP Obligations as provided herein), and (iv) the Debtors' Stipulations, including the release provisions therein, shall be binding on all parties in interest in these Cases or any Successor Cases, including any Committee or chapter 11 or chapter 7 trustee.

Final DIP Order ¶ 5.

14. Footnote 6 to paragraph 5 of the Final DIP Order states as follows:

The requisite Prepetition First Lien Secured Parties have agreed to extend the Challenge Period through and including December 17, 2025, solely with respect to the Unsecured Creditors Committee and solely with respect to the validity, extent, and priority of any Liens on, and superpriority claims payable from, the Debtors' dolphins and other marine mammals. For avoidance of doubt, the Challenge Period has expired for all purposes except as set forth in the immediately preceding sentence.

Final DIP Order ¶ 5 n.6.

15. On December 17, 2025, the requisite Prepetition First Lien Secured Parties consented in writing to extend the Challenge Period for the Committee until January 5, 2026 at 4:00 p.m. (ET).

16. On January 5, 2026, the requisite Prepetition First Lien Secured Parties consented in writing to further extend the Challenge Period for the Committee until January 26, 2026 at 4:00 p.m. (ET).

17. The Committee's previous discussions with the Debtors and the Lenders contemplated the filing of a plan and disclosure statement prior to the end of the Challenge Period (as pertains to the Committee pursuant to paragraph 5 of the Final DIP Order). In light of the financial realities of these Cases, if issues related to the Lenders' purported liens on dolphins and other marine animals can be resolved through a plan, then it is in the best interest of these Cases to avoid the expense and distraction of an adversary proceeding challenging such liens. Although the parties have worked cooperatively, the parties have not completed their discussions regarding a meaningful extension of the Challenge Period.

BASIS FOR RELIEF REQUESTED

18. Bankruptcy Rule 9006 expressly provides that when an act is required or allowed to be done at or within a specified period by order of the court, the court "for cause" shown may, with or without motion or notice, order the period enlarged if the request is made before the

expiration of the period originally prescribed. Fed. R. Bankr. P. 9006(b)(1); *see also In re Gem Rail Corp.*, 12 B.R. 929, 931 (Bankr. E.D. Pa. 1981) (“Courts have generally unlimited discretion under [Bankruptcy Rule 9006(b)(1)] to grant extensions of time for the performance of certain specified acts when application therefor is made prior to the expiration of the time provided.”).

19. Without an agreed extension, the Committee had no choice but to file this Motion. Cause exists to grant the requested extension. The additional time sought is necessary to reduce costs, burden and distraction attendant to a lien challenge, in light of the Lenders’ and Debtors’ stated anticipation of the filing of a proposed plan and disclosure statement. Given the financial realities of the administrative status of these Cases, it would be a much more desirable outcome for issues related to the validity, extent, and priority of any Liens on, and superpriority claims payable from, the Debtors’ dolphins and other marine mammals. The Committee will continue to confer with interested parties on a potential resolution in lieu of litigation. The Committee submits that an extension will further judicial economy and preserve costs of the Debtors’ estates.

NOTICE

20. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the Debtors; (c) counsel to the Prepetition First Lien Noteholders and DIP Lenders; (d) counsel to the DIP Agent; (e) counsel to the 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 requested notice pursuant to Bankruptcy Rule 2002. The Committee respectfully submits that, in light of the nature of the relief requested, no further notice is necessary.

CONCLUSION

WHEREFORE, based upon the foregoing, the Committee respectfully requests that the Court enter an order in substantially the same form as attached hereto as **Exhibit A**, extending the

Challenge Period through and until March 6, 2026, and granting such other and further relief as may be just and proper.

RAINES FELDMAN LITRELL, LLP

Dated: January 26, 2026

/s/ Thomas J. Francella

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EXHIBIT A

**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)

Re: D.I.

ORDER EXTENDING THE COMMITTEE'S CHALLENGE PERIOD

Upon consideration of the *Motion of the Official Committee of Unsecured Creditors for an Order Extending the Challenge Period* (the "**Motion**") all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with Rule 9013-1(f) of the Local Rules; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and a hearing, if any, having been held to consider the relief requested in the Motion ("**Hearing**"); and due and proper notice of the Hearing, if any, having been provided; and upon the record of the Hearing, if any, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Committee and creditors, and all parties in interest and that the legal and factual bases set forth in the Motion

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establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Challenge Period, as defined in the Motion and as governed by the Final DIP Order, including but not limited to paragraph 5 thereof, is hereby extended through and including March 26, 2026.
3. The entry of this Order shall be without prejudice to the rights of the Committee to seek further extensions of the Challenge Period or to seek other appropriate relief.
4. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this 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)

**Objection Deadline: February 9, 2026 at 4:00 p.m.
(ET)**

Hearing Date: February 23, 2026 at 2:00 p.m. (ET)

**NOTICE OF MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR AN ORDER FURTHER EXTENDING THE CHALLENGE PERIOD**

PLEASE TAKE NOTICE that undersigned counsel, on behalf of the Official Committee of Unsecured Creditors of Debtors Leisure Investments Holdings LLC., *et al.*, (the “**Committee**”), has filed a *Motion of the Official Committee of Unsecured Creditors for an Order Further Extending the Challenge Period* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing and filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 N. Market Street, Wilmington, Delaware, 19801, on or before **February 9, 2026, at 4:00 p.m. (ET)** (the “**Objection Deadline**”). At the same time, you must serve a copy of the objection or response upon the undersigned co-counsel for the Committee.

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PLEASE TAKE FURTHER NOTICE that if a response is timely filed, served and received, you or your attorney must attend the hearing on the Motion scheduled to be held on February 23, 2026 at 2:00 p.m. (Eastern) before the Honorable Laurie Selber Silverstein at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom No.2, Wilmington, Delaware, 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, AN ORDER MAY BE ENTERED GRANTING THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

RAINES FELDMAN LITRELL, LLP

Dated: January 26, 2026

/s/ Thomas J. Francella
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**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)

CERTIFICATE OF SERVICE

I, Thomas J. Francella, Jr. certify that on January 26, 2026, I caused a copy of the foregoing document to be served via NEF upon all parties receiving such service.

Dated: January 26, 2026

RAINES FELDMAN LITRELL, LLP

/s/ Thomas J. Francella

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Creditors*

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