

**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)

Hearing Date:

April 9, 2026 at 10:00 a.m. (ET)

Objection Deadline:

March 12, 2026 at 4:00 p.m. (ET)

**DEBTORS' SECOND OMNIBUS MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY
CONTRACTS AND AN UNEXPIRED LEASE AS OF THE REJECTION
DATE, (II) ABANDON CERTAIN PERSONAL PROPERTY, AND
(III) GRANTING RELATED RELIEF**

**EACH CONTRACT COUNTERPARTY RECEIVING THIS
MOTION SHOULD LOCATE ITS NAME AND CORRESPONDING EXECUTORY
CONTRACT OR UNEXPIRED LEASE IN THE SCHEDULE
ATTACHED TO THE PROPOSED ORDER**

Leisure Investments Holdings LLC, and certain of its affiliates (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”), hereby submit this motion (this “**Motion**”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), authorizing the Debtors to reject, effective as of February 28, 2026, or such other date as the counterparties and Debtors agree

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.



(the “**Rejection Date**”), (i) that certain *License Agreement* (the “**Rejected Lease**”),² by and among Keys Hotel Operator, LLC, d/b/a Hawks Cay Resort (the “**Landlord**”), and Debtor Dolphin Connection, Inc.; (ii) certain executory contracts (collectively, the “**Rejected Contracts**,” and, together with the Rejected Lease, the “**Rejected Agreements**”), and (iii) abandon, effective as of the Rejection Date, any personal property of the Debtors, including, but not limited to, furniture, fixtures, and equipment (collectively, the “**Remaining Property**”)³ located, as of the Rejection Date, on the premises subject to the Rejected Lease (the “**Premises**”). In support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the “**Court**”) has jurisdiction over this matter 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 as of February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and, pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors confirm their consent to the entry of a final order or judgment by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

² The Rejected Lease is described by its terms as a “license agreement,” but functions as an agreement governing the lease of commercial real property. The relief requested may be granted notwithstanding whether the Rejected Lease is characterized as an executory contract or an unexpired lease. For purposes of this Motion, the Debtors’ and the Landlords’ rights with respect to the characterization of the Rejection Lease are reserved.

³ For the avoidance of doubt, the Remaining Property does not include live animals. Pursuant to the *Debtors’ Fifth Notice of Proposed Miscellaneous Animal Asset Transfers* [Docket No. 832] (the “**Fifth Transfer Notice**”), the Court has approved the transfer all of the animals housed at the Dolphin Connection facility (i.e., eight bottlenosed dolphins) to an unrelated third party. See Docket No. 925.

3. The statutory and legal predicates for the relief requested herein are sections 105(a), 365(a), and 554 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”) and rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

BACKGROUND

A. General Background

4. 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.

5. On May 6, 2025, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”). *See* Docket Nos. 128 & 151.

6. 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 Strom in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 2] (the “**First Day Declaration**”).⁴

⁴ Capitalized terms used but not defined herein shall have the meaning given to them in the First Day Declaration, or the *Order Establishing Bidding Procedures Relating to the Sales of All or a Portion of the Debtors’ Assets* [Docket No. 402], as applicable.

B. The Debtors' Dolphin Connection Facility

7. Pursuant to the Rejected Lease, the Debtors operated the Dolphin Connection facility (“**Dolphin Connection**”) at the Hawks Cay Resort located in Duck Key, Florida. The Dolphin Connection facility offers dolphin experiences and related programming to the public, including opportunities to swim with dolphins. As detailed below, despite the Debtors’ significant marketing efforts, the Debtors were unable to obtain an actionable going concern bid for Dolphin Connection. As a result, the Debtors determined to wind down the facility, and therefore, all of the Rejected Agreements that are directly related to the operation of Dolphin Connection are no longer necessary to the Debtors’ business and operations.

C. The Debtors' Marketing and Sale Process of Dolphin Connection

8. The Debtors and their investment banker, Greenhill & Co., LLC (“**Greenhill**”), conducted an extensive comprehensive marketing process (the “**Marketing Process**”), pursuant to the bidding procedures approved by the Court, to sell Dolphin Connection as a going concern, including the Debtors’ leasehold interest in the Dolphin Connection facility.

9. The current term of the Rejected Lease began in October 2021 and expires in October 2026,⁵ a factor, among others, that ultimately limited the value of Dolphin Connection throughout the Marketing Process.

10. On July 14, 2025, Greenhill commenced a marketing campaign for Dolphin Connection by sending initial “teaser” presentations to hundreds of potential bidders, including strategic counterparties and financial sponsors. Following Greenhill’s initial outreach, the Debtors executed confidentiality agreements with parties specifically interested in Dolphin Connection,

⁵ Under section 6 of the Rejected Lease, the term of the Rejected Lease terminates on “October ____, 2026, unless and until sooner terminated as provided herein.” The parties have interpreted such provision to mean that the term of the Rejected Lease expires not later than October 31, 2026.

who subsequently received a detailed confidential information memorandum (the “CIM”) and were granted access to a virtual data room containing additional diligence materials pertaining to Dolphin Connection. The virtual data room also contained additional information related to the Marketing Process (e.g., the Bidding Procedures order and form asset purchase agreement) and other aspects of the Debtors’ business. Greenhill also encouraged all potential bidders to submit additional diligence and data requests, and responded to them throughout the Marketing Process. Additionally, Greenhill coordinated site visits for potential bidders.

11. Ultimately, the Debtors received two Bids by the Bid Deadline of October 6, 2025, each for \$250,000 (inclusive of the consideration to satisfy approximately \$170,000 in cure amounts). The Debtors also received a bid proposal from the Landlord, which was contingent on additional diligence and the resolution of various licensing and regulatory issues and other transaction terms, which would have involved a material amount of transaction expense, execution risk, and uncertainty. The Debtors agreed to adjourn the auction and sale hearing for Dolphin Connection to facilitate further negotiations with the Landlord and other interested parties.

12. The Debtors had hoped that additional time canvassing the market and negotiating transaction terms with interested parties would facilitate the resolution of various economic terms and, critically, certain licensing and regulatory issues that had complicated a going concern transaction, among other issues. Unfortunately, a viable transaction for Dolphin Connection did not materialize.

13. In December 2025, after all potential transaction proposals had been vetted and pursued, the Debtors concluded that the costs to effectuate a going concern transaction for Dolphin Connection would far exceed the nominal value of the asset given, among other factors, the limited remaining term on the Rejected Lease associated with the business. Moreover, as of February 28,

2026, pursuant to section 365(d)(4) of the Bankruptcy Code, the Rejected Lease will be deemed rejected and the Debtors required to surrender their property interest, absent agreement with the Landlord otherwise. 11 U.S.C. § 365(d)(4); *see also* Docket No. 931 (approving stipulation between the Debtors and Landlord further extending the deadline to reject the Rejected Lease). Therefore, absent an alternative agreement with the Landlord, the Debtors must assume or reject the Rejected Lease by month end, and the Debtors have not received an actionable bid for Dolphin Connection and the leasehold interest, *cum onere*, on terms that would yield value to the Debtors and their estates. Accordingly, after a full and fair marketing process, which extended for more than five months after Greenhill's initial outreach, the Debtors determined that a wind down of the Dolphin Connection facility, including the transfer of the Debtors' eight bottlenosed dolphins living at the facility (the only animals that reside at Dolphin Connection) (the "**Live Animals**"), would best maximize value and mitigate costs, as well as ensure the continued responsible care of the Live Animals.

D. Rejection of the Executory Contracts

14. Prior to the Commencement Date, the Debtors entered into certain agreements in the ordinary course of their business operations at Dolphin Connection, including, but not limited to, employment service and consultancy agreements, waste removal, employment software, and other administrative service agreements, as further detailed on Schedule 1 to the Proposed Order. Continued performance by the Debtors or the counterparties under these agreements is no longer necessary or beneficial to the Debtors' ongoing business, as the Debtors have ceased all operations at the Dolphin Connection facility. The Debtors have determined to immediately reject the Rejected Contracts, effective as of the Rejection Date, to avoid potentially incurring further costs and expenses associated with such Rejected Contracts, which would only undermine the Debtors' efforts to maximize value of the Debtors' assets for the benefit of their stakeholders.

E. Rejection of the Unexpired Lease

15. Debtor Dolphin Connection, Inc. is currently a lessee under the Rejected Lease. As detailed above, the Debtors have been unable to identify an appropriate assignee for the Debtors' interests in the Rejected Lease, which terminates in less than eight months, on viable economic terms. Accordingly, as the Debtors do not have sufficient funds to continue their business operations through the end of the lease term (October 2026), the Debtors have determined to reject the Rejected Lease and wind down their operations at the Dolphin Connection facility. The current deadline for the Debtors to assume or reject the Rejected Lease has been extended, by agreement of the Debtors and the Landlord, to February 28, 2026. *See* Docket No. 931. Therefore, the Debtors have determined, in an exercise of their sound business judgment, that rejection of the Rejected Lease will avoid any further risks or costs that may be associated with the Rejected Lease on a postpetition basis and is in the best interests of the Debtors and their estates.

F. Abandonment of Any Remaining Property at the Premises

16. In connection with relinquishing the Premises that is the subject of the Rejected Lease, the Debtors removed any and all Live Animals from the Premises, along with any property that had more than de minimis value and any "personally identifiable information" (as such term is defined in section 101(41) of the Bankruptcy Code). However, there may be certain Remaining Property at the Premises, primarily comprising certain personal property related to business operations, including a storage shed, educational programming materials, and floating docks and associated equipment. Relative to its value, the Debtors expect that it will be difficult or expensive to remove and/or store the Remaining Property such that the economic benefits of removing and/or storing some or all of the Remaining Property will be exceeded by the attendant costs thereof. Therefore, in connection with abandoning and surrendering the Premises as of the Rejection Date,

the Debtors intend to abandon the Remaining Property, and, accordingly, request Court approval to do so, effective as of the Rejection Date.

RELIEF REQUESTED

17. By this Motion, the Debtors request entry of the Proposed Order authorizing the Debtors to (i) reject the Rejected Contracts, effective as of the Rejection Date, which the Debtors have determined, in their business judgment, should be rejected; (ii) abandon the Remaining Property located on the Premises, effective as of the Rejection Date; and (iii) reject the Rejected Lease, effective as of the Rejection Date.

BASIS FOR RELIEF REQUESTED

I. Rejection of the Rejected Agreements Is Authorized by Section 365(a) of the Bankruptcy Code

18. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor-in-possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). The purpose behind section 365(a) is “to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property.” *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *In re Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); see also *In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010) (“Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization.”); *N.L.R.B. v. Bildisco and Bildisco (In re Bildisco)*, 465 U.S. 513, 528 (1984) (“[t]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor’s estate from burdensome obligations that can impede a successful reorganization.”). Pursuant to Bankruptcy Rule 6006(f), a trustee or

debtor in possession may file a motion for the authority to reject multiple leases and contracts. Fed. R. Bankr. P. 6006(f).

19. The standard applied by courts to determine whether the assumption or rejection of an unexpired lease or executory contract should be authorized is the “business judgment” test, which requires a debtor to have determined that the requested assumption or rejection would be beneficial to its estate. *See Grp. of Institutional Invs. v. Chi., Milwaukee St. Paul & Pac. R.R.*, 318 U.S. 523, 550 (1943) (noting that “the question whether a lease should be rejected...is one of business judgment”); *In re Bildisco*, 682 F.2d 72, 79 (3d Cir. 1982), *aff’d*, 465 U.S. 513 (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); *accord In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003).

20. In applying the business judgment standard, bankruptcy courts give deference to a debtor’s decision to assume or reject leases. *See, e.g., Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989) (affirming the rejection of a service agreement as a sound exercise of the debtor’s business judgment when the bankruptcy court found that such rejection would benefit the debtors’ estate); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“[A] debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim, or caprice.”).

21. Rejection of the Rejected Agreements is well within the Debtors’ business judgment and will serve to maximize the value of their estates. As discussed above, the Debtors ran an extensive Marketing Process, but a viable transaction for Dolphin Connection did not materialize, making a wind down of the facility a necessary and sound business decision that will mitigate cost and expense to the Debtors’ estates. Additionally, the Debtors have ceased

operations at the Premises and are no longer receiving any revenue from operations at the Premises. The Debtors submit that, in their business judgment, the Rejected Lease is unnecessary to the continued conduct of the Debtors' operations. As a result, the Debtors submit that there is no basis to retain the Rejected Lease, and that rejecting the Rejected Lease would provide a benefit to the Debtors and their estates by alleviating ongoing costs or obligations that would otherwise arise in connection with maintenance of the Rejected Lease. Similarly, with respect to the Rejected Contracts, the Debtors have analyzed the Rejected Contracts, and determined that such agreements relate to the operations of the Dolphin Connection facility, which operations have ceased, and therefore will no longer provide the Debtors any material benefit, and should be rejected to avoid the potential incurrence of administrative cost or expenses during the Chapter 11 Cases.

II. Abandonment of any Remaining Property as of the Rejection Date Is Authorized by Section 554(a) of the Bankruptcy Code

22. Section 554(a) provides that, “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” *Id.* Courts generally give a debtor in possession great deference to its decision to abandon property. *See In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) (“Clearly, the court should give deference to the trustee’s judgment in such matters.”). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve the abandonment. *Id.*

23. Before deciding to abandon any Remaining Property, the Debtors determined that the costs of moving and storing such Remaining Property outweighed any potential benefit to the Debtors’ estates. Further, any efforts by the Debtors to move or further market the Remaining Property would have unnecessarily delayed the Debtors’ rejection of the Rejected Leases. The Debtors have communicated with the Landlord regarding the Remaining Property to be abandoned

and have provided notice to all parties known to the Debtors to have an interest in the Remaining Property.

24. Accordingly, the Debtors respectfully submit that the Court should authorize the Debtors to abandon the Remaining Property as of the Rejection Date.

WAIVER OF STAY PURSUANT TO BANKRUPTCY RULE 6004(h)

25. Pursuant to Bankruptcy Rule 6004(h), “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As provided herein, and to implement the foregoing successfully, the Debtors request that the Proposed Order include a finding that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h), if applicable.

26. For this reason and those set forth above, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable to the Proposed Order.

RESERVATION OF RIGHTS

27. Nothing in the Proposed Order or this Motion: (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.

NOTICE

28. Notice of this Motion will be provided to: (a) the U.S. Trustee; (b) counsel to the Committee; (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; (g) the counterparties to the Rejected Agreements or their counsel, if known; and (h) all parties that have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, granting the relief requested in this Motion and such other relief as may be just and proper.

Dated: February 26, 2026

/s/ Allison S. Mielke

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)

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Counsel to the Debtors and Debtors in Possession

**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)

Hearing Date:

April 9, 2026 at 10:00 a.m. (ET)

Objection Deadline:

March 12, 2026 at 4:00 p.m. (ET)

NOTICE OF MOTION

PLEASE TAKE NOTICE that the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) have filed the *Debtors’ Second Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to Reject Certain Executory Contracts and an Unexpired Lease as of the Rejection Date, (II) Abandon Certain Personal Property, and (III) Granting Related Relief* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **March 12, 2026 at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON APRIL 9, 2026 AT 10:00 A.M. (ET) BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 2, WILMINGTON, DELAWARE 19801.

[Continued on Next Page]

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.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: February 26, 2026

/s/ Allison S. Mielke

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Robert S. Brady (No. 2847)

Sean T. Greecher (No. 4484)

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Proposed 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)

Ref. Docket No. __

**ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY
CONTRACTS AND AN UNEXPIRED LEASE AS OF THE REJECTION
DATE, (II) ABANDON CERTAIN PERSONAL PROPERTY, AND
(III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “**Motion**”)² of the Debtors for entry of an order (this “**Order**”) (i) authorizing the Debtors to (a) reject, effective as of the Rejection Date, certain executory contracts and an unexpired lease, 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; (b) abandon, effective as of the Rejection Date, any Remaining Property located on any of the Premises subject to the Rejected Leases, and (ii) granting related relief; 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

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 otherwise defined herein shall have the meanings set forth in the Motion.

Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having 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 Agreements 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 Agreements, 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 Agreements was terminated prior to the Rejection Date, or that any claim for damages arising from the rejection of any of the Rejected Agreements 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 Agreements.
5. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code, any personal property of the Debtors remaining on the Premises as of the Rejection Date, including, without

limitation, any furniture, fixtures, or equipment, is hereby deemed abandoned effective as of the Rejection Date.

6. 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.

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

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

9. The requirements set forth in Bankruptcy Rules 6006 and 6007 are satisfied.

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

SCHEDULE 1**Rejected Contracts¹**

	Counterparty	Counterparty Address	Debtor Counterparty	Contract Description
1.	Courtney Jackson	[REDACTED]	The Dolphin Connection, Inc.	Employment Services Agreement
2.	Chrysler Capital	3000 Kellyway Drive, Suite 120, Carrollton, TX 75006	The Dolphin Connection, Inc.	Vehicle Lease
3.	Evolution Healthcare (EVHC)	145 W Ostend St., 2nd Floor Baltimore, MD 21230	The Dolphin Connection, Inc.	Welfare Benefit Plan
4.	Keys Hotel Operator LLC	61 Hawks Cay Blvd., Duck Key, FL 33050	The Dolphin Connection, Inc.	Preferential Food Pricing Agreement
5.	Keys Hotel Operator LLC	61 Hawks Cay Blvd., Duck Key, FL 33050	The Dolphin Connection, Inc.	Lease Agreement
6.	Keys Hotel Operator LLC	61 Hawks Cay Blvd., Duck Key, FL 33050	The Dolphin Connection, Inc.	Food Service Agreement
7.	Michael Briggs Veterinary Consultancy	[REDACTED]	The Dolphin Connection, Inc.	Consulting Services Agreement
8.	Paymaster Payroll Services	4801 Glenwood Ave., Suite 200 Raleigh, NC 27612	The Dolphin Connection, Inc.	Software Agreement

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

	Counterparty	Counterparty Address	Debtor Counterparty	Contract Description
9.	SouthEast Personnel Leasing, Inc.	2739 US-19 Holiday, FL 34691	The Dolphin Connection, Inc.	Professional Employer Organization Services Agreement
10.	Waste Management, Inc.	800 Capitol St. Suite 3000 Houston, TX 77002	The Dolphin Connection, Inc.	Waste Collection, Transport and Removal Services Agreement