

Fill in this information to identify the case:

Debtor MS Leisure Company

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 25-10610

**Modified Official Form 410
Proof of Claim**

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Highland Capital Corporation</u> _____ Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>877-527-4422</u> Contact email <u>jfield@highlandcc.com</u>	Contact phone _____ Contact email _____
Uniform claim identifier (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2434 _____

7. How much is the claim? \$ 9931.49. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Money loaned

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: Veterinary equipment
Basis for perfection: Original chattel paper
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 0
Amount of the claim that is secured: \$ 9931.49
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 522.71
Annual Interest Rate (when case was filed) 6.7 %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 522.71

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/23/2025
MM / DD / YYYY

/s/Joscelyn Field
Signature

Print the name of the person who is completing and signing this claim:

Name Joscelyn Field
First name Middle name Last name

Title Senior Paralegal

Company Highland Capital Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1434 | International (310) 751-2633

Debtor: 25-10610 - MS Leisure Company		
District: District of Delaware		
Creditor: Highland Capital Corporation 370 PASCACK RD TOWNSHIP OF WASHINGTON, New Jersey, 07676 United States Phone: 877-527-4422 Phone 2: Fax: Email: jfield@highlandcc.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Money loaned	Last 4 Digits: Yes - 2434	Uniform Claim Identifier:
Total Amount of Claim: 9931.49		Includes Interest or Charges: No
Has Priority Claim: No		Priority Under:
Has Secured Claim: Yes: 9931.49 Amount of 503(b)(9): No Based on Lease: Yes, 522.71 Subject to Right of Setoff: No		Nature of Secured Amount: Other Describe: Veterinary equipment Value of Property: 0 Annual Interest Rate: 6.7%, Fixed Arrearage Amount: 522.71 Basis for Perfection: Original chattel paper Amount Unsecured:
Submitted By: Joscelyn Field on 23-Apr-2025 7:42:39 a.m. Pacific Time Title: Senior Paralegal Company: Highland Capital Corporation		

Amendment to Equipment Lease Agreement

Lessor: **Highland Capital Corporation**

Lessee: **MS Leisure Company**

Equipment: **Idexx Equipment**

This Amendment ("Amendment") to equipment lease agreement ("Lease") shall modify the Lease by and between Highland Capital Corporation ("Lessor") and the above lessee ("Lessee") with reference to the above lease transaction. All terms and conditions of the Lease not consistent with this Amendment shall be and remain in full force and effect.

Lessee hereby authorizes Lessor to modify the:

Equipment Description

Payment Amount(s)

Lessee Name Change

Payment Frequency

Terms

Advance Payment Amount

Address of Lessee

Address of Equipment

Whereas the lease agreement reflects the Lessee Name to be:

Miami Seaquarium

The Lessee Name on the lease agreement is hereby amended to:

MS Leisure Company dba Miami Seaquarium

All other terms and conditions of the Lease shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Amendment and acknowledge receipt of a true copy hereof on the date(s) indicated below.

LESSEE: **MS Leisure Company**

By: 
 DocuSigned by: TRAVIS BURKE TAMU95
 A092D255284744D... Signature

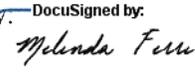
Travis Burke

9/22/2022

Print name and title

Date

Accepted by Highland Capital Corporation

By: 
 DocuSigned by: Melinda Fern
 88F707488FE24B7... Signature
 9/22/2022
 Date

Equipment Lease Agreement

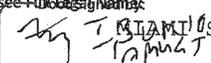
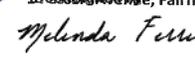
Lease Number: _____

Lessee Legal Name MIAMI SEAQUARIUM		Lessee Address 4400 RICKENBACKER CSWY, KEY BISCAWAYNE, FL		
Lessee Phone	Lessee Email	Equipment Location-If other than above 3149-1032		
Quantity <u>1</u>	Equipment Description (Including Make and Model) <u>ProCyte Dx Analyzer</u>	Quantity <u>1</u>	Equipment Description (Including Make and Model) <u>VetConnect PLUS</u>	
<u>1</u>	<u>ProCyte Dx Starter Pack</u>	<u>1</u>	<u>Care Plus: ProCyte</u>	
<u>1</u>	<u>Delivery Fee: VetLab Dx</u>			
TERM IN MONTHS 48	MONTHLY PAYMENT \$ 483.80 <small>(Plus Applicable Taxes)</small>	FIRST PAYMENT DUE: <input checked="" type="checkbox"/> 30 Days From Commencement <input type="checkbox"/> 90 Days From Commencement <input type="checkbox"/> 180 Days From Commencement	Purchase Option \$1.00 Buyout	SAP # 0000150617

YOU and YOUR mean Lessee. The words WE, US, and OUR refer to Lessor.

- RENTAL:** We agree to rent to you and you agree to rent from us the equipment described herein. You promise to pay us rent as shown above. The parties intend this Lease to be a Finance Lease under Article 2A of the Uniform Commercial Code ("UCC"). **THIS LEASE IS NOT CANCELABLE.** If this Lease is sent to you electronically and you enter into this Lease electronically, your electronic signature shall constitute your acknowledgement to do business and receive all related documents electronically.
- TERM AND RENT:** The term shall commence when any Equipment is delivered to you. Rent shall be payable starting on the commencement date and payable the same day every month thereafter until all amounts are fully paid. Lessee's obligations are absolute and unconditional without any abatement, set-off, defense or claim for any reason. If any payment hereunder is not made when due, you will be charged a late fee of 10% of the amount of such payment, plus interest on such amount at the rate of 1.5% per month from the due date until paid, but in no event more than the maximum rate permitted by law.
- DELIVERY AND ACCEPTANCE:** Your confirmation to us, by telephone or other means, of delivery of the Equipment shall mean you have inspected the Equipment, find it to be satisfactory and you accept the Equipment.
- NO WARRANTIES:** We are renting the Equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you for the term of this Lease any warranties made by manufacturer or supplier to us. NEITHER SUPPLIER NOR ANY AGENT OF SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS LEASE.
- OWNERSHIP, REDELIVERY AND RENEWAL:** We are the owner of the Equipment. If this Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. You hereby authorize us to file UCC Financing Statements, and, grant us the right to execute your name thereto and agree to pay for such filings. Provided all obligations under this Lease have been fulfilled, you may purchase all of the Equipment under this Lease, "As-Is, Where Is", "In Place, In Use" without representation or warranty of any kind, for \$1.00 plus applicable taxes.
- RISK OF LOSS AND INSURANCE:** You are responsible for installing and keeping the Equipment in good repair, condition and working order and for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay. You will obtain adequate property and public liability insurance covering the Equipment and its use during the term of this Lease, such insurance policies to name us as loss payee and additional insured. You agree to provide us certificates or other evidence of insurance. If you do not, you agree that we have the right but not the obligation to obtain such insurance, in which event you agree to pay us all related premiums, interest up to 1.5 % per month and any fees, charges and profits to us. You agree to arbitrate any dispute regarding the foregoing, under the rules of the AAA in Paterson, NJ.
- INDEMNITY:** We are not responsible for any losses, injuries, damages or liabilities caused by the Equipment or any use thereof. You agree to reimburse us for and defend us against any claims for losses or injuries (including reasonable attorney's fees/costs) caused by the Equipment or its use.
- TAXES AND FEES:** You agree to pay us when due or reimburse us for all taxes, fees and penalties relating to use or ownership of the Equipment or to this Lease, imposed, levied or assessed by any state, federal or local government or agency, including any taxes to be paid up front. We may assess a fee for administering any personal property taxes.

- DEFAULT/REMEDIES:** If you a) fail to pay any amount hereunder when due or b) fail to perform any covenant in this Lease after 10 days written notice or c) become insolvent, make an assignment for the benefit of creditors, file bankruptcy or a receiver, trustee, conservator or liquidator is appointed for you, you shall be in default hereunder. If you default, we may do one or more of the following: (i) recover from you all amounts then due under this Lease plus the present value of (x) the sum of rent payments for the unexpired term of this Lease and (y) the anticipated value of the Equipment at the end of the initial term or renewal term of the Lease, all discounted at the rate of 6% per annum; (ii) similarly accelerate other agreements between us; (iii) require you to return all Equipment, at your expense, to a place reasonably designated by us, or take the Equipment, however, we will not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment; to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to amounts due hereunder; (iv) charge you for expenses incurred in connection with enforcement of our remedies including collection costs, reasonable attorney's fees and court costs. You shall also be liable for post judgment attorneys' fees. All our remedies are cumulative and may be exercised either concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right, other or future rights or to modify the terms of this Lease.
- ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, AND ASSIGN OR SUBLEASE THIS LEASE OR THE EQUIPMENT. We may sell, assign or transfer this Lease, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations, for which we remain responsible. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.
- GOVERNING LAW; CONSENT TO JURISDICTION; WAIVERS: THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO NEW JERSEY LAWS AND AS APPLICABLE, ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT ("ESIGN").** YOU AGREE TO BE SUBJECT TO SUIT IN THE NEW JERSEY STATE AND FEDERAL COURTS, CONSENTING TO SUCH JURISDICTION, PROVIDED NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT THE JURISDICTIONS IN WHICH SUIT MAY BE FILED BY ANY PARTY. YOU WAIVE TRIAL BY JURY IN ANY ACTION. YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A 508 THROUGH 2A522 OF THE UNIFORM COMMERCIAL CODE.
- PREAUTHORIZED DEBIT PAYMENTS:** Any payment made by voided check which has been faxed to Lessor and authorized by Lessee to be used to create an ACH debit, may be used to process an electronic payment from your account. You hereby authorize us to initiate electronic debit payments from your FDIC-insured bank account. Funds may be drawn from your bank account for any amounts due on this Lease from and after the date of default (as defined herein).
- ENTIRE LEASE:** You agree that we may insert or correct missing information on this Lease including your legal name and the Equipment's description, serial number and location, otherwise, this Lease contains the entire arrangement between you and us and no modification of this Lease shall be effective unless in writing and signed by both parties. You agree that we may adjust your payment upward or downward by an amount not to exceed 15% if the actual cost of Equipment exceeds or is less than the initial estimate. You authorize us to execute documents to effect such adjustment.

Lessee Full Legal Name:  MIAMI SEAQUARIUM By: _____ Authorized Signature Date	TRAVIS BURKE Print Name: _____ Date: _____	Highland Capital Corporation 1000 Signet Ave, Fairfield, NJ 07004  By: _____ Date: 9/22/2022
LEASE GUARANTY I unconditionally guaranty that the Lessee will make all payments and perform all other obligations under the Lease until completed. My obligation shall be continuing and direct. I waive notice of Lessee's default, acceptance demand and protest and consent to any modifications to the Lease. I AGREE TO BE SUBJECT TO SUIT IN THE NEW JERSEY STATE AND FEDERAL COURTS, CONSENTING TO SUCH JURISDICTION. I WAIVE TRIAL BY JURY IN ANY ACTION. This Guaranty is not assignable and shall be binding upon my permitted successors and assigns and inure to the benefit of Lessor's successor's and assigns. If there is more than one Guarantor, our obligations are joint and several. If this Guaranty is sent to you electronically, your electronic signature shall constitute your acknowledgement to do business and receive all related documents electronically.		
Guarantor Signature: _____ A002D265284744D...	TRAVIS BURKE Guarantor Name: _____	8/23/2022 Dated: _____