IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
LEISURE INVESTMENTS HOLDINGS LLC, *et al.*,[1]	Case No. 25-10606 (LSS)
	(Jointly Administered)
Debtors.	**Ref Docket No. 1377**

ORDER (I) APPROVING SALE OF ASSETS AND SHARES AND ASSIGNMENT OF RIGHTS OF DOLPHIN DISCOVERY VALLARTA FREE AND CLEAR OF LIENS AND OTHER ENCUMBRANCES, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"), for entry of an order, pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**") and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1, 6004-1 and 9006-1(b) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), (i) approving the terms of the contract (the "**Purchase Agreement**") for the purchase and sale of the Debtors' right, title, and interest in and to the Dolphin Discovery Vallarta Assets and assignment of the Debtors' rights and permits related thereto by and between Controladora S.A. de C.V. ("**Controladora**"), and Tresmare, S.A. de C.V. (the "**Buyer**"); (ii) approving the purchase and sale of the Debtors' right, title, and interest in and to the Dolphin Discovery Vallarta Assets and assignment of the Debtors'

[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] All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

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rights and permits related thereto, free and clear of all Liens (as defined below), Claims (as defined below), security interests, purchase options, rights of first refusal and/or priority, easements, pledges, mortgages, contributions to a trust, rights of way, restrictions on the use of movable and immovable property, guaranty agreement, and other encumbrances (collectively, the "**Encumbrances**"), to the extent authorized by the Bankruptcy Code and applicable law, without any representations or warranties of any kind other than expressly set forth in the Purchase Agreement, substantially on the terms and conditions of the Purchase Agreement; and (iii) granting related relief; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and in connection with the Debtors' efforts to identify the highest and best offer for the Dolphin Discovery Vallarta Assets; and after due deliberation thereon and sufficient cause appearing therefor; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and this Court having found the form and manner of notice of the Transactions is good, sufficient and appropriate under the circumstances and that no other or further notice need be provided or is necessary; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND, CONCLUDED, AND DETERMINED THAT:

Jurisdiction, Venue and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein.

Notice of the Transactions, Purchase Agreement, and Hearing

C. As evidenced by the affidavits of service and publication previously filed with this Court, proper, timely, adequate, and sufficient notice of the Motion, the hearing thereon (if any) (the "**Hearing**"), the Purchase Agreement, and the Transactions has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006. The Debtors have complied with all obligations to provide notice of the Motion, the Hearing, the Purchase Agreement, and the Transactions. The aforementioned notices are good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Hearing, the Purchase Agreement, or the Transactions is required for the entry of this Order.

D. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion was afforded to all interested persons and entities.

Highest or Otherwise Best Offer

E. The Debtors have adequately marketed the Dolphin Discovery Vallarta Assets, and the consideration provided by Buyer under the Purchase Agreement constitutes the highest and best offer and provides fair and reasonable consideration to the Debtors for the sale of the Dolphin Discovery Vallarta Assets, under the circumstances of these cases. The consideration provided by

Buyer under the Purchase Agreement will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the consideration provided by Buyer under the Purchase Agreement constitutes the highest and best offer for the Dolphin Discovery Vallarta Assets constitutes a valid and sound exercise of the Debtors' business judgment.

F. Approval of the Motion and the Purchase Agreement and the consummation of the Transactions contemplated thereby are in the best interests of the Debtors, their respective creditors, estates, and other parties in interest. The Debtors have demonstrated good, sufficient, and sound business reasons and justifications for entering into the Transactions and the performance of their obligations under the Purchase Agreement.

G. The offer of Buyer, upon the terms and conditions set forth in the Purchase Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Purchase Agreement: (i) is the highest and best offer of value received by the Debtors; (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates; and (iv) constitutes fair value, fair, full and adequate consideration, reasonably equivalent value, and reasonable market value for the Dolphin Discovery Vallarta Assets.

Good Faith of Debtors and Buyer

H. The sale and marketing process conducted by the Debtors was at arm's-length, non-collusive, in good faith, and substantively and procedurally fair to all parties.

I. The Debtors conducted substantial marketing efforts that (a) afforded all creditors and other parties in interest and all potential purchasers a full, fair and reasonable opportunity to submit their highest or otherwise best offer to acquire the Dolphin Discovery Vallarta Assets and

(b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Dolphin Discovery Vallarta Assets.

J. The Purchase Agreement and the Transactions contemplated thereunder were proposed, negotiated, and entered into by and among the Debtors and Buyer without collusion, in good faith and at arm's-length. None of the Debtors or Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or the Transactions to be avoided under section 363(n) of the Bankruptcy Code.

K. Neither Buyer nor any of its affiliates, present or contemplated members, officers, directors, shareholders or any of their respective successors and assigns is an "insider" of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code. Buyer is entering into the Transactions in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding. Neither the Debtors nor Buyer have engaged in any action or inaction that would cause or permit the Purchase Agreement to be avoided or impose any costs or damages under section 363(n) of the Bankruptcy Code.

Section 363 Is Satisfied

L. The Debtors have demonstrated a sufficient basis and compelling circumstances to enter into the Purchase Agreement and sell the Dolphin Discovery Vallarta Assets, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors.

M. The sale under the terms of the Purchase Agreement meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the sale of the Dolphin Discovery

Vallarta Assets will be free and clear of any and all Encumbrances, the sale of the Dolphin Discovery Vallarta Assets to Buyer and sale to Buyer or an affiliate of Buyer of the Dolphin Discovery Vallarta Assets will be free and clear of all Encumbrances and will not subject Buyer or any of Buyer's assets to any liability for any Encumbrances whatsoever, to the extent authorized by section 363(f) of the Bankruptcy Code and applicable law, with any such Encumbrances attaching to the Transactions with the same validity, priority, force, and effect as existed immediately before Closing. All holders of Encumbrances who did not object, or withdrew their objections to the Transactions, are deemed to have consented to the Transactions pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of Encumbrances are adequately protected—thus satisfying section 363(e) of the Bankruptcy Code—by having their Encumbrances, if any, attach to the proceeds of the sale ultimately attributable to the property against or in which they assert an Encumbrance or other specifically dedicated funds, in the same order of priority and with the same validity, force and effect that such Encumbrance holder had prior to the Transactions, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein; provided, however, that setoff rights that were not exercised pre-petition will be extinguished as to the Dolphin Discovery Vallarta Assets (but not as to the proceeds of the Dolphin Discovery Vallarta Assets) to the extent there is no longer mutuality after the consummation of the Transactions.

N. Buyer would not have entered into the Purchase Agreement and would not consummate the Transactions, thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest, if the Transactions were not free and clear of all Encumbrances or if Buyer would, or in the future could, be liable for any Encumbrances.

O. The sale of the Dolphin Discovery Vallarta Assets to Buyer under the Purchase Agreement will be a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right, title, and interest in and to the Dolphin Discovery Vallarta Assets free and clear of all Encumbrances, to the extent authorized by section 363(f) of the Bankruptcy Code and applicable law, and to the extent subject to this Court's jurisdiction, with any such Encumbrances attaching to the Transactions with the same validity, priority, force, and effect as existed immediately before Closing. The Debtors are authorized to transfer only the right, title, and interest, if any, that the Debtors validly hold in the Mexican Assets. Nothing in this Order transfers property owned by a non-Debtor or extinguishes an ownership interest that is not subject to section 363(f) of the Bankruptcy Code. The Debtors may sell their interests in the Dolphin Discovery Vallarta Assets free and clear of all Encumbrances because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. The sale of the Dolphin Discovery Vallarta Assets to the Buyer will vest Buyer with good and marketable title to the Dolphin Discovery Vallarta Assets.

Section 365 Is Satisfied

P. The sale of the Dolphin Discovery Vallarta Assets (as such may be amended, supplemented or otherwise modified prior to sale) is in the best interests of the Debtors and their respective estates, creditors and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

Q. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code for the Dolphin Discovery Vallarta Assets. Specifically, the Debtors (and, in certain cases, Buyer, as applicable under the Purchase Agreement) have cured or reserved for the cure amount, and/or provided adequate assurance of cure of any default existing prior to the closing of the Transactions

(the "**Closing**") under any unexpired leases or executory contracts included in the Dolphin Discovery Vallarta Assets (the "**Contracts**"), within the meaning of section 365(b)(1)(A) of the Bankruptcy Code.

R. Buyer has demonstrated adequate assurance of its future performance under the Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, Buyer notwithstanding any provision in the Contracts or other restrictions prohibiting their assignment or transfer.

S. No defaults exist in the Debtors' performance under the Contracts as of the date of this Order.

THEREFORE, IT IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is granted and approved as set forth herein.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Hearing, if any, or by stipulation filed with this Court or as resolved in this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice.

3. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the findings of fact constitute conclusions

of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Approval of the Purchase Agreement

4. The Purchase Agreement, all of the terms and conditions thereof, and the Transactions contemplated therein are approved in all respects. The failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Purchase Agreement be authorized and approved in its entirety. The sale and assignment of the Dolphin Discovery Vallarta Assets by the Debtors to Buyer shall be a legal, valid, and effective sale of such interests. The consummation of the Transactions is hereby approved and authorized under section 363(b) and 365 of the Bankruptcy Code.

5. The Debtors are authorized to take any and all actions necessary or appropriate to perform, consummate, implement, and close the Transactions, including the sale, assumption, and assignment to Buyer of the Dolphin Discovery Vallarta Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Order. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs that are required to be paid in order to consummate the Transactions or perform their obligations under the Purchase Agreement.

6. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to sell the Dolphin Discovery Vallarta Assets to the Buyer in accordance with the Purchase Agreement and this Order.

Transfer Free and Clear of Claims

7. Except as otherwise expressly provided in the Purchase Agreement and the terms of this Order, the Debtors' interest in the Dolphin Discovery Vallarta Assets shall be assigned and sold free and clear of all Encumbrances, including Claims (as used in this Order, the term "**Claims**" includes, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), Liens (as defined below), liabilities, interests, rights and other encumbrances to the extent authorized by section 363(f) of the Bankruptcy Code and applicable law, and to the extent subject to this Court's jurisdiction, with all such Encumbrances to attach to the proceeds of the Transactions to be received by the Debtors with the same validity, force, priority and effect which they now have as against the Dolphin Discovery Vallarta Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto; provided, however, that setoff rights that were not exercised pre-petition will be extinguished as to the Dolphin Discovery Vallarta Assets (but not as to the proceeds of the Dolphin Discovery Vallarta Assets) to the extent there is no longer mutuality after the consummation of the Transactions. As used in this Order, the term "**Liens**" includes, without limitation, any statutory lien on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof.

8. Upon Closing and subject to the terms of the Purchase Agreement, all of the Debtors' right, title, and interest in and to, and possession of, the Dolphin Discovery Vallarta Assets shall be immediately vested in Buyer pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code free and clear of any and all Encumbrances to the extent authorized by section 363(f) of the Bankruptcy Code and applicable law, and to the extent subject to this Court's jurisdiction, with any such Encumbrances attaching to the Transactions with the same validity,

priority, force, and effect as existed immediately before Closing. Such transfer shall constitute a legal, valid, binding, and effective transfer. The Debtors are authorized to transfer only the right, title, and interest, if any, that the Debtors validly hold in the Dolphin Discovery Vallarta Assets. Nothing in this Order transfers property owned by a non-Debtor or extinguishes an ownership interest that is not subject to 363(f) of the Bankruptcy Code.

9. This Order (a) shall be effective as a determination that, as of the Closing, (i) no Encumbrances will be capable of being asserted against Buyer or any of its assets (including the Dolphin Discovery Vallarta Assets), (ii) the Dolphin Discovery Vallarta Assets shall have been transferred to Buyer free and clear of all Encumbrances, and (iii) the conveyances described herein have been effected; and (b) is and shall be binding upon and govern the acts of all entities.

10. Except as otherwise expressly provided in the Purchase Agreement, all persons and entities (and their respective successors and assigns), are hereby forever barred, estopped and permanently enjoined from asserting pre-closing Encumbrances (including Claims) against Buyer, its successors or assigns, its property or the Dolphin Discovery Vallarta Assets. Following the Closing, no holder of any Encumbrance shall interfere with Buyer's title to or use and enjoyment of the Dolphin Discovery Vallarta Assets based on or related to any such Encumbrance, or based on any action the Debtors may take in the Chapter 11 Cases.

11. This Order is and shall be binding on and govern the acts of all persons (including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal and local officials) who may be required by operation of Law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any asset. Each of the

foregoing Persons are authorized to accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge, and terminate any of the Encumbrances or to otherwise consummate the Transactions contemplated by this Order, the Purchase Agreement, or any related Transaction document, to the extent subject to the jurisdiction of this Court; provided that nothing herein shall bind or direct any Mexican Governmental Authority, eliminate any approval, consent, registration, permit, notarial act, or other requirement under applicable Mexican law, or determine the ultimate validity of competing claims concerning the ownership or governance of Controladora under Mexican law, except to the extent such authority is subject to the jurisdiction of this Court and binding relief is permitted by applicable law.

Good Faith of Buyer

12. The Transactions contemplated by the Purchase Agreement are undertaken by Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transactions shall not affect the validity of the Transactions (including the sale of the Dolphin Discovery Vallarta Assets), unless such authorization and consummation of the Transactions is duly and properly stayed pending such appeal. Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

13. Neither the Debtors nor Buyer have engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by Buyer for the Dolphin Discovery Vallarta Assets under the Purchase Agreement is fair and reasonable and the Transactions may not be avoided under section 363(n) of the Bankruptcy Code.

14. Buyer is not an "insider" as that term is defined in section 101(31) of the Bankruptcy Code.

No Fraudulent Transfer; Not a Successor

15. The Purchase Agreement and related documents were not entered into, and the Transactions are not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under applicable Law, and none of the Parties to the Purchase Agreement or any of the other Transaction documents are consummating the Transactions with any fraudulent or otherwise improper purpose. The purchase price for the Dolphin Discovery Vallarta Assets constitutes (i) reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and the Uniform Voidable Transactions Act; (ii) fair consideration under the Uniform Fraudulent Conveyance Act; and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable Laws.

16. Except as expressly set forth in the Purchase Agreement, the Buyer shall have no liability, responsibility, or obligations of any kind or nature whatsoever for any Claim or interest of or against the Debtors, or otherwise related to the Dolphin Discovery Vallarta Assets, by reason of the sale of the Dolphin Discovery Vallarta Assets to the Buyer, to the extent permitted by applicable law. This Order does not adjudicate liability based on the Buyer's independent post-Closing conduct. The Buyer shall not be deemed, as a result of any action taken in connection with the Transactions: (i) to the greatest extent permitted under applicable law, to be a successor (or other such similarly situated party) to any of the Debtors (other than with respect to the Dolphin Discovery Vallarta Assets or as expressly stated in the Purchase Agreement); or (ii) to have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors. The Buyer is not

acquiring or assuming any Claim or interest, except as expressly set forth in the Purchase Agreement.

Sale of the Contracts Included in the Dolphin Discovery Vallarta Assets

17. The Debtors are authorized to sell the Dolphin Discovery Vallarta Assets upon the Closing of the Transactions, free and clear of all Encumbrances to the extent authorized by section 363(f) of the Bankruptcy Code and applicable law, and to the extent subject to this Court's jurisdiction, with any such Encumbrances attaching to the Transactions with the same validity, force, priority and effect as existed immediately before Closing. The payment, or reservation, of the applicable cure costs for the Contracts by the Debtors shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default, and (c) constitute adequate assurance of future performance thereof.

18. Any provisions in the Contracts that prohibit or condition the assignment of the Contracts or allow the relevant counterparty to the Contracts to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of the Contracts, constitutes unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assignment to Buyer or an affiliate of Buyer have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Contracts, and such Contracts shall remain in full force and effect for the benefit of Buyer. The non-debtor counterparty under the Contracts shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors or Buyer or their respective property any assignment fee,

acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing or arising by reason of the Closing, and (b) asserting against Buyer (or its property, including the Contracts) any claim, counterclaim, defense, breach, condition, setoff asserted or capable of being asserted against the Debtors existing as of the Closing or arising by reason of the Closing.

19. Upon the Closing and the payment or reservation of any relevant cure cost, Buyer shall be deemed to be substituted for the Debtors as a party to the Contracts and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Contracts. There shall be no assignment fees, increases, or any other fees charged to Buyer or the Debtors as a result of the assignment of the Contracts.

20. The assignment of the Contracts is made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

Other Provisions

21. The requirements set forth in Bankruptcy Rules 6003(b), 6004 and 6006 and Local Bankruptcy Rules 6004-1 and 9013-1 have been satisfied or otherwise deemed waived.

22. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to implement the provisions of this Order and the terms and conditions of the Purchase Agreement.

23. This Order is binding upon and inures to the benefit of any successors and assigns of the Debtors or Buyer, including any trustee appointed in any subsequent case of the Debtors under chapter 7 of the Bankruptcy Code.

24. The provisions of this Order and the Purchase Agreement are non-severable and mutually dependent.

25. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

26. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transactions.

27. Each and every federal, state, and local government agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transfer of the Debtors' interest in the Dolphin Discovery Vallarta Assets, to the extent subject to the jurisdiction of this Court; provided that nothing herein shall bind or direct any Mexican Governmental Authority or eliminate any approval, consent, registration, permit, notarial act, or other requirement under Mexican law, except to the extent such authority is subject to the jurisdiction of this Court and binding relief is permitted by applicable law.

28. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d).

29. This Order and the Purchase Agreement shall be binding in all respects upon all creditors of (whether known or unknown), and holders of equity interests in, any Debtor, any holders of Encumbrances in, against or on all or any portion of the Dolphin Discovery Vallarta

Assets, all successors and assigns of Buyer, the Debtors and their affiliates and subsidiaries and any subsequent trustees appointed in the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in the Chapter 11 Cases, any order confirming any such chapter 11 plan or any order approving wind-down or dismissal of the Chapter 11 Cases or any subsequent chapter 7 cases shall conflict with or derogate from the provisions of the Purchase Agreement or this Order, and to the extent of any conflict or derogation between this Order or the PSA and such future plan or order, the terms of this Order and the Purchase Agreement shall control. Notwithstanding anything in the Purchase Agreement or this Order to the contrary, approval of the Purchase Agreement shall not (i) have the effect of approving or confirming any aspect of any chapter 11 plan that may be filed in the Debtors' cases; (ii) prejudice the rights of any party in interest to object to confirmation of any chapter 11 plan on any ground(s); or (iii) approve or authorize any distribution or earmark in the Debtors' cases that is inconsistent with the Bankruptcy Code's priority scheme.

30. This Court makes no determination concerning the ultimate merits of the pending governance disputes in Mexico, and such a determination is unnecessary to the relief granted by this Order.

31. To the extent any provisions of this Order conflict with, or are otherwise inconsistent with, the terms and conditions of the Purchase Agreement, this Order shall govern and control.

Dated: September 9th, 2026
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE