IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WEST MARINE, INC., *et al.*,[1]	Case No. 26-10794 (KBO)
Debtors.	(Jointly Administered)
	Hearing Date: **June 11, 2026 at 2:00 p.m. (ET)**
	Objection Deadline: **June 1, 2026 at 4:00 p.m. (ET)**

DEBTORS' MOTION FOR ENTRY OF AN ORDER (I)(A) APPROVING BIDDING PROCEDURES, (B) AUTHORIZING THE DEBTORS TO ENTER INTO ONE OR MORE STALKING HORSE PURCHASE AGREEMENTS AND PROVIDE BID PROTECTIONS, (C) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (D) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, AND (E) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (II)(A) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this motion (this "Motion"):[2]

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors' chapter 11 cases, is set forth in the *Declaration of Paulee Day, Chief Executive Officer of West Marine, Inc., in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration") [Docket No. 15] and incorporated by reference herein. Capitalized terms used but not otherwise defined herein

Preliminary Statement

1. As described in further detail in the First Day Declaration, prior to the Petition Date, the Debtors engaged with certain of its FILO Lenders holding 100% outstanding FILO Claims (collectively, the "Consenting FILO Lenders"), certain of its Term Loan Lenders holding 96.2% of outstanding Term Loan Claims (collectively, the "Consenting Term Loan Lenders," and together with the Consenting FILO Lenders, the "Consenting Lenders"), and certain Equity Holders holding 93.9% of outstanding Interests in West Marine (the "Consenting Equity Holders," and together with the Consenting Lenders, the "Consenting Stakeholders"), to negotiate a value-maximizing path that would right-size the Debtors' lease footprint and balance sheet and relieve the Debtors' tightening liquidity constraints.

2. On May 17, 2026, after extensive arm's-length negotiations, the Debtors and the Consenting Stakeholders entered into a restructuring support agreement (the "RSA"), which contemplates implementing comprehensive restructuring transactions through an expedient, dual-track chapter 11 process whereby the Debtors will (a) pursue a standalone recapitalization of the Debtors' balance sheet (the "Recapitalization Transaction") through (i) the equitization of Term Loan Claims in exchange for 100% of the equity interests in Reorganized West Marine, (ii) the payment in full of the ABL Claims or conversion into loans under the Exit ABL Facility, and (iii) the payment in full of the FILO Claims or conversion into loans under the Exit Term Loan Facility, each pursuant to the Plan, (b) continue to pursue a marketing process for a potential sale of the Debtors' assets (the "Assets") through one or more sales (each, a "Sale Transaction," and, collectively, the "Sale Transactions") to the extent such Sale Transaction provides greater

shall have the meanings ascribed to them in the First Day Declaration or the *Joint Plan of Reorganization of West Marine, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan"), filed contemporaneously herewith.

opportunity for a value-maximizing recovery for the Debtors and their stakeholders than that provided by the Recapitalization Transaction, and (c) finance these chapter 11 cases through the consensual use of cash collateral.

3. Prior to the Petition Date, and concurrently with their engagement with the Consenting Stakeholders, the Debtors, and their advisors launched a competitive marketing process (the "Marketing Process") to engage third-party interest for a potential sale or sales of some or all of the Debtors' assets. The Debtors, through their proposed investment banker, Triple P Securities, LLC ("Portage Point"), specifically targeted and contacted five (5) potential purchasers to solicit interest in a potential Sale Transaction. Pursuant to the RSA, the Debtors seek to continue the Marketing Process that is designed to achieve the highest and best bid for the Assets.

4. The Recapitalization Transaction serves as a baseline restructuring proposal. As contemplated by the RSA and the Plan, the Debtors will continue the Marketing Process pursuant to the bidding procedures attached as Exhibit 1 to the Bidding Procedures Order (the "Bidding Procedures"). The Bidding Procedures provide the opportunity for the Debtors to further market the Assets and to consummate an alternative Sale Transaction in the event that the Debtors receive an offer that, in their reasonable business judgment, provides stakeholders with greater or otherwise better value compared to the Recapitalization Transaction. If the Debtors identify a transaction with a third-party, whether for the purchase of some or all of the Assets, that provides stakeholders with greater or otherwise better value than the Recapitalization Transaction, the Plan provides that the Debtors can "toggle" to a sale path, subject to consent and consultation rights under the RSA.

5. Conducting a thorough yet expedited bidding process is vitally important to the Debtors' efforts to maximize value. The Debtors are funding these chapter 11 cases through the consensual use of cash collateral. With no additional debtor-in-possession financing, the Debtors are operating with a limited liquidity runway and must finalize their chosen restructuring path and emerge from these chapter 11 cases as quickly as possible. Such limited runway is reflected by the agreed milestones set forth in the RSA and Cash Collateral Orders, including the milestones that require the Bid Deadline to occur within forty (40) days of the Petition Date, the commencement of an Auction within three (3) days of the Bid Deadline, and the entry of the Sale Order within eighty (80) days of the Petition Date. A protracted sale and bankruptcy process would likely have a value-destructive impact on the business, and therefore the Debtors believe it is critical that the sale process be consummated on the expedited timeline set forth herein.

6. The proposed sale timeline set forth in the Bidding Procedures, though expedient, implements a reasonable schedule that provides sufficient time to continue the prepetition and ongoing Marketing Process and solicit additional potential bidders, and is appropriate under the circumstances. The Bidding Procedures will maximize the time available for potential bidders to review diligence and develop and submit Bids (as defined herein) within the proposed timeline for the post-petition Marketing Process. Given that the timeline and procedures contemplated herein were heavily negotiated as part of the RSA, the Debtors are operating with limited liquidity, and the fact that the Debtors will incur considerable expenses if these chapter 11 cases remain ongoing for an extended period, it is essential that the Debtors determine the value-maximizing restructuring transaction, consummate the Plan, and emerge from chapter 11 as expeditiously as possible. Approving the Bidding Procedures will allow the Debtors to continue the momentum

generated by the prepetition Marketing Process during these chapter 11 cases so the Debtors may attract as many high-quality Bids as possible during the contemplated case timeline.

7. The Bidding Procedures are designed to (a) promote active bidding by interested parties, (b) achieve the highest or otherwise best offer currently available for the Assets under the circumstances, and (c) conduct a market check on the Recapitalization Transaction. Additionally, the Bidding Procedures will allow the Debtors to continue their prepetition Marketing Process and potentially improve upon the Recapitalization Transaction while ensuring that, in all cases, the Debtors emerge from bankruptcy as quickly and as smoothly as possible. Accordingly, the Debtors request that the Court approve the Bidding Procedures as set forth herein.

Relief Requested

8. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Bidding Procedures Order"):

(a) authorizing and approving the Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order;

(b) authorizing, but not directing, the Debtors to (i) enter into one or more Stalking Horse Purchase Agreements, subject to higher and better Bids and ultimate approval at the Sale Hearing, and (ii) provide certain Bid Protections to any such Stalking Horse Bidder (each as defined below);

(c) establishing certain dates and deadlines related to the Sale process and scheduling an auction, if any, for the Sale Transactions (each an "Auction," and collectively, the "Auctions");

(d) approving the form and manner of notice of the Bidding Procedures, Auction, and Sale Hearing attached to the Bidding Procedures Order as Exhibit 2 (the "Sale Notice"), the notices of Successful Bidder (as defined below), attached to the Bidding Procedures Order as Exhibit 3, and the notice of designation of the Stalking Horse Bidder, if applicable (the "Stalking Horse Notice"), attached to the Bidding Procedures Order as Exhibit 4;

(e) approving procedures for the assumption and assignment of the Assigned Contracts (as defined below) in connection with the Sale Transactions (the "Assumption and Assignment Procedures"), and approving the form

and manner of the notice thereof, attached as Exhibit 5 to the Bidding Procedures Order (the "Cure Notice"); and

(f) granting related relief.

Jurisdiction and Venue

9. The United States District Court for the District of Delaware has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the United States Bankruptcy Court for the District of Delaware (the "Court") under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order 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.

10. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

11. The statutory bases for the relief requested herein are sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 2002, 6004, 6006, 6007, 9007, and 9008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules 2002-1, 6004-1, and 9013-1.

Background

12. The Debtors, together with their non-Debtor affiliates (collectively, "West Marine"), are the leading integrated, omni-channel provider of aftermarket products to the boating, fishing, sailing, and watersports markets in the United States. For more than fifty years, West Marine has been recognized as a principal resource for cruisers, sailors, anglers, fishers, and boating enthusiasts. Founded in 1968 in Sunnyvale, California, West Marine employs

approximately 2,600 crew members and operates a retail footprint of more than 200 stores across the United States and Puerto Rico, as well as a digital footprint through its eCommerce website that reaches domestic, international, and professional customers.

13. On May 17, 2026, (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have concurrently filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

The Proposed Sale Process

I. The Proposed Schedule.

14. Pursuant to the Bidding Procedures, the Debtors will solicit Bids according to the following proposed schedule, subject to Court approval and availability:

Date and Time (all times in prevailing Eastern Time)	Event or Deadline
As soon as reasonably practicable after the entry of the Bidding Procedures Order	Serve Cure Notice
Two (2) Business Days after the entry of the Bidding Procedures Order	Serve Sale Notice
June 26, 2026, at 5:00 p.m.	Bid Deadline
June 29, 2026, at 10:00 a.m.	Auction (if necessary)
As soon as reasonably practicable after the Auction	Notice of Successful Bidder
June 30, 2026, at 5:00 p.m.	Sale Transaction Objection Deadline
July 8, 2026, at 5:00 p.m.	Cure Notice Objection Deadline

Date and Time (all times in prevailing Eastern Time)	**Event or Deadline**
July 30, 2026, at [●] a.m. (subject to Court availability)	Sale Hearing

15. The Debtors believe that this timeline provides them with an opportunity to conduct an appropriate Marketing Process in light of the circumstances, while proceeding expeditiously toward Plan confirmation. The Debtors believe that timeframe will allow prospective purchasers to conduct the necessary diligence and submit a competitive Bid, and allow the Debtors time to select the highest and best Bid and seek Court approval of the value-maximizing transaction. Accordingly, the proposed schedule is in the best interests of the Debtors, their creditors, other stakeholders, and all other parties-in-interest, and should be approved.

II. The Bidding Procedures and Selection of Stalking Horse Bidders.

16. The Debtors developed the Bidding Procedures to optimally and expeditiously solicit, receive, and evaluate Bids in a fair and accessible manner.

17. The Bidding Procedures will provide Potential Bidders with sufficient notice and time to conduct thorough due diligence to submit binding Bids in advance of the Auction, if any, for the Assets. The Bidding Procedures are designed to encourage all prospective bidders to put their best Bid forward and effectuate an expeditious value-maximizing process with minimal disruption. The proposed Bidding Procedures are in the best interests of the Debtors' estate and should be approved.

18. The Debtors also request authority, as set forth in the Bidding Procedures Order, to (a) select one or more Stalking Horse Bidders for the Assets and enter into one or more Stalking Horse Purchase Agreements subject to higher and better Bids and ultimate approval at the Sale Hearing, and (b) in connection with any Stalking Horse Purchase Agreement with any Stalking

Horse Bidder, provide Bid Protections to the extent the Debtors determine that provision of such Bid Protections (each as defined below) would be an actual and necessary cost of preserving the value of the Debtors' estates. Having the flexibility to designate one or more Stalking Horse Bidders and provide Bid Protections will give the Debtors the best opportunity to maximize the value of the Assets for creditors and other stakeholders by setting the floor at the Auction, if any, and prompt an efficient marketing process. The ability to designate Stalking Horse Bidders and offer Bid Protections to each such bidder is a reasonable and sound exercise of the Debtors' business judgment and provides an actual benefit to the Debtors' estates.

19. The following describes the salient points of the Bidding Procedures and discloses certain information required pursuant to Local Rule 6004-1.[3]

Requirement	**Description**
Submissions to the Debtors; Consultation Parties	All submissions to the Debtors required or permitted to be made under the Bidding Procedures must be directed to each of the following persons or entities unless otherwise provided: A. Debtors: West Marine, Inc., 1 East Broward Blvd., Suite 200, Fort Lauderdale, Florida 33301, Attn.: Paulee Day, Chief Executive Officer.

[3] The following summary is provided for convenience purposes only and is qualified in its entirety by the Bidding Procedures. Because the Bidding Procedures are attached as Exhibit 1 to the Bidding Procedures Order, they are not restated in their entirety herein. To the extent any of the terms described below are inconsistent with the Bidding Procedures, the Bidding Procedures control in all respects. Capitalized terms used in this summary but not defined herein shall have the meanings ascribed to them in the Bidding Procedures.

Requirement	**Description**
	B. Debtors' Proposed Counsel: (i) Kirkland & Ellis LLP ("Kirkland"), 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Kirkland, 333 West Wolf Point Plaza, Chicago, Illinois 60654 Attn.: Steve Toth (steve.toth@kirkland.com), and Kirkland, 830 Brickell Plaza, Miami, Florida 33131, Attn.: Brian Nakhaimousa (brian.nakhaimousa@kirkland.com) and Trevor Eck (trevor.eck@kirkland.com); (ii) Young Conaway Stargatt & Taylor, LLP ("YCST"), 1000 North King Street, Wilmington, Delaware 19801 Attn.: Michael Nestor (mnestor@ycst.com), Kara Hammond Coyle (kcoyle@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), and Kristin L. Cardoza (kcardoza@ycst.com). C. Debtors' Proposed Restructuring Advisor: FTI Consulting, Inc. ("FTI"), 155 North Wacker Drive, Suite 2600, Chicago, IL 60606 Attn.: Tim Schleeter (tim.schleeter@fticonsulting.com) and Amir Agam (amir.agam@fticonsulting.com). D. Debtors' Proposed Investment Banker: Triple P Securities, LLC ("Portage Point"), 640 5th Ave 10th Floor, New York, NY 10019 Attn.: Steven Bremer (sbremer@pppllc.com) and Stephen Golmont (sgolmont@pppllc.com). E. "Consultation Parties" means (i) the Consenting Stakeholders, (ii) the Prepetition ABL Agent, and (iii) any statutory committee appointed in these cases (the "Committee"); *provided* that any Consultation Party, including any member of the Committee, who submits a Bid (as defined below), including a Credit Bid (as defined below) or a Stalking Horse Bid (as defined below), for any Assets in connection with the Bidding Procedures, or is a participant in any active Bid with respect to any Assets, shall immediately no longer be a Consultation Party unless and until such party unequivocally revokes its Bid and waives its right to continue in the bidding process; *provided* that the Consenting Stakeholders shall be permitted to act as Consultation Parties notwithstanding their rights under the RSA to pursue a Recapitalization Transaction. Materials and information provided by the Debtors or their advisors to the advisors of any Consultation Party may be shared with such Consultation Party, subject in all respects to the Bidding Procedures, the Bidding Procedures Order, and the respective Confidentiality Agreement entered into, by, and among or otherwise agreed to between each such Consultation Party and the Debtors.

Requirement	Description
	F. The Debtors shall consult with the Consultation Parties in good faith regarding the Marketing Process for the Assets and each Sale Transaction, including evaluation of any and all Bids, designation of any Stalking Horse Bidder, scheduling and operation of the Auctions (if applicable), selection of Successful Bids, negotiation of purchase agreements, and any modifications of the Bidding Procedures. The Debtors shall make a determination to pursue a Sale Transaction and shall determine the Successful Bids and Back-Up Bids only with the consent of the Required Consenting Term Loan Lenders as set forth in the RSA. The Debtors will provide the Consultation Parties with reasonably prompt updates regarding material developments with respect to the Marketing Process. G. The Debtors, with the consent of the Required Consenting Term Loan Lenders, not to be unreasonably withheld to the extent the net cash proceeds of a Successful Bid is higher than the aggregate amount of Prepetition ABL Claims, Prepetition FILO Claims, Term Loan Claims, other projected distributions on Claims under the Plan, and the Wind-Down Amount, each as defined in the Plan, shall determine that pursuit of a higher or otherwise best Sale Transaction proposal(s) is in the best interests of the Company Parties and their stakeholders, in which case such proposal shall constitute the Successful Bid and the Back-Up Bid, as applicable.
Participation Requirements	To participate in the bidding process and receive due diligence, including full access to the Debtors' electronic data room and additional non-public information regarding the Debtors, a party interested in consummating a transaction (each a "Potential Bidder") must deliver (or have previously delivered) to the Debtors' Advisors the following preliminary documentation (collectively, the "Preliminary Documens"): A. an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors; B. a statement that the Potential Bidder (i) has a bona fide interest in the purchase of or investment in some or all of the Assets and specifying what portion of the Assets the Potential Bidder wishes to acquire and (ii) intends to access the Data Room (as defined below) for purposes consistent with the Bidding Procedures;

Requirement	Description
	C. sufficient information that the Potential Bidder has or can reasonably obtain the financial capacity to close a purchase of the portion of the Assets such Potential Bidder intends to acquire, the adequacy of which must be acceptable to the Debtors, in consultation with the Consultation Parties; D. a statement detailing whether the Potential Bidder is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint Bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint Bid to the extent reasonably practicable; and E. any other information or documentation that the Debtors reasonably request. The Debtors, in their reasonable business judgment, will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate Preliminary Documents so that such Potential Bidder may proceed to conduct further due diligence and submit a Bid (each an "Acceptable Bidder"). Further, in the event the Debtors deem that a Potential Bidder is not an Acceptable Bidder, the Debtors will promptly inform the Consultation Parties of such determination (and the reasons therefor).
Due Diligence	The Debtors, with their advisors, have established an electronic data room (the "Data Room") that provides standard and customary diligence materials, intended to allow Acceptable Bidders the information needed to submit a Qualified Bid (as defined below). The Consultation Parties and their advisors will be given access to the Data Room. Only Acceptable Bidders shall be eligible to receive due diligence materials, access to the Data Room, and additional non-public information regarding the Debtors. Subject to the other terms herein, the Debtors may provide to each Acceptable Bidder additional reasonable due diligence materials, as requested by such Acceptable Bidder in writing, as soon as reasonably practicable after such request. The due diligence period for any Stalking Horse Bidder will end upon the execution of the applicable Stalking Horse Purchase Agreement, unless otherwise agreed pursuant to the applicable Stalking Horse Purchase Agreement. For all Acceptable Bidders other than any Stalking Horse Bidder, the due diligence period will end on the applicable Bid Deadline. The Debtors may, in their reasonable business judgment and after consultation with the Consultation Parties, but shall have no obligation to, furnish any additional due diligence materials to any Acceptable Bidder following execution of a Stalking Horse Purchase Agreement or the applicable Bid Deadline, as applicable. The Debtors shall not furnish any confidential information relating to the Assets,

Requirement	**Description**
	liabilities of the Debtors, or the Sale Transactions to any person except to a Consultation Party or an Acceptable Bidder or to such Acceptable Bidder's duly authorized representatives subject to the applicable Confidentiality Agreement. The Advisors shall coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, at such time and in the Debtors' reasonable business judgment and after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith to, or has the capacity to, consummate a Sale Transaction. Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (i) to any person or entity who is not an Acceptable Bidder or Consultation Party or (ii) if and to the extent doing so would (1) violate any law to which the Debtors are subject to, including any privacy law, (2) result in the disclosure of any trade secrets of third parties in breach of any contract with such third party, (3) violate any legally-binding obligation of any Debtor with respect to confidentiality, non-disclosure or privacy or (4) jeopardize protections afforded to any Debtor under the attorney-client privilege or the attorney work product doctrine; *provided* that in case of each of clauses (1) through (4), the Debtors shall use commercially reasonable efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, contract, obligation, or law and (y) provide such information in a manner without violating such privilege, doctrine, contract, obligation, or law. The Debtors, in consultation with the Consultation Parties, also reserve the right to withhold any diligence materials that the Debtors determine are sensitive or otherwise not appropriate for disclosure, including to an Acceptable Bidder whom the Debtors determine in consultation with the Consultation Parties is a competitor of the Debtors, a potential competitor of the Debtors, or is affiliated with any competitor of the Debtors. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not an Acceptable Bidder or Consultation Party. **All due diligence requests directed to the Debtors must be directed to:** Steven Bremer (sbremer@pppllc.com) and Stephen Golmont (sgolmont@pppllc.com). **Each Potential Bidder or Acceptable Bidder shall comply with all reasonable requests with respect to information and due diligence access by the Debtors or their advisors regarding such Potential Bidder or Acceptable Bidder, as applicable, and its contemplated Sale Transaction.**

Requirement	Description
Bid Requirements	Any proposal, solicitation, or offer to consummate a Sale Transaction (each, a "Bid") must be submitted in writing and must satisfy the following requirements (collectively, the "Bid Requirements"): A. **Proposed Sale Transaction.** Each Bid must clearly state (i) which Assets the Bidder seeks to purchase; and (ii) if applicable, the liabilities and obligations to be assumed, including any debt and cure costs to be assumed (the "Assumed Liabilities"). B. **Good Faith Offer**. Each Bid must include a statement that the Bidder is making a bona fide offer to consummate a Sale Transaction. C. **Purchase Price.** Each Bid must (i) clearly state the specific purchase price to be paid, assuming a purchase of the applicable Assets and assumption of the Assumed Liabilities, if applicable, (the "Purchase Price"), (ii) identify separately any cash and non-cash components (which non-cash components shall be limited to Credit Bids and Assumed Liabilities and may be valued by the Debtors in consultation with the Consultation Parties) of the Purchase Price in United States Dollars, and (iii) indicate the allocation of the Purchase Price among the applicable Assets; *provided* that for the avoidance of doubt, such allocation shall not prejudice the rights of a party in interest to contest such allocation. Any Bid for substantially all of the Assets must also include a statement as to whether the Bid is conditioned on purchasing all of the Assets or whether the Bid should be viewed as a separate Bid for one or more subsets of the Assets. D. **Deposit.** Each Bid must be accompanied by a cash deposit equal to ten percent (10%) of the applicable Purchase Price (the "Deposit"), to be held in one or more escrow accounts on terms acceptable to the Debtors; *provided*, *however*, that the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, may elect to waive or modify the requirement of a Deposit on a case-by-case basis. To the extent the Purchase Price of a Bid is increased, at any time or from time to time, whether prior to commencement of the applicable Auction or during the applicable Auction, the amount of the Deposit shall automatically increase accordingly (to be equal to 10% of any increased Purchase Price) and the corresponding Acceptable Bidder will pay into escrow the amount of such increase, as promptly as practicable, and in any event within one (1) Business Day, following such increase; *provided*, *however*, that the Debtors, in their reasonable business judgment and after consultation with the Consultation Parties, may elect to waive or modify the requirement of a Deposit increase on a case-by-case basis. Without limiting the foregoing, if a Purchase Price is increased in order to make a Bid into a Qualified Bid, the Debtors may

Requirement	Description
	condition participation of the applicable Acceptable Bidder at the applicable Auction on such Acceptable Bidder paying the then-full amount of the Deposit into escrow prior to commencement of the applicable Auction. E. **Transaction Documents.** Each Bid must include (i) an executed purchase agreement along with a version that is marked to reflect any amendments and modifications from the form purchase agreement provided by the Debtors or, to the extent applicable, a Stalking Horse Purchase Agreement; (ii) a schedule of contracts and leases to be assumed and assigned to the extent applicable to the Bid (the "Assigned Contracts"), (iii) a statement from the Acceptable Bidder specifying what, if any, other exhibits, schedules, and/or ancillary documents are integral to such Bid or the Debtors' consideration thereof, and (iv) any other material documents integral to such Bid. F. **Back-Up Bidder Commitment.** Each Bid must include a written commitment by the applicable Acceptable Bidder to serve as a Back-Up Bidder (as defined herein) in the event that such Acceptable Bidder's Bid is not selected as the Successful Bid; *provided* that the foregoing shall not apply to any Acceptable Bidder that both (a) qualifies as a Secured Party (as defined herein), and (b) submits a Bid that contemplates providing consideration pursuant to section 363(k) of the Bankruptcy Code. G. **Proof of Financial Ability to Perform.** To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Sale Transaction set forth in its Bid with cash on hand, each Bid must include unconditional committed financing from a reputable financing institution, documented to the satisfaction of the Debtors in consultation with the Consultation Parties, that demonstrates that the Acceptable Bidder: (i) has received sufficient debt and/or equity funding commitments to satisfy the Acceptable Bidder's Purchase Price and other obligations under its Bid; and (ii) can provide adequate assurance of future performance in connection with the proposed Sale Transaction. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions reasonably acceptable to the Debtors, in consultation with the Consultation Parties. The Debtors will favor Bids that are fully backstopped by cash or equity commitments from credit-worthy parties that are enforceable by the Debtors.

	G. **Contingencies; No Financing or Diligence Outs.** Each Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence. Each Bid must detail with specificity each and every condition to consummation of such Bid, including any regulatory approvals and the timing, likelihood and risks of obtaining any such approvals. H. **Identity.** Each Bid must fully disclose the identity of each entity that is and/or will be bidding or otherwise participating in connection with such Bid—including each equity holder or other financial backer of the Acceptable Bidder if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed Sale Transaction contemplated by such Bid—and the complete terms of any such participation. Each Bid must also fully disclose whether any current or former officer, director, or equity holder of the Debtors, or any entity affiliated with any current or former officer, director, or equity holder of the Debtors, will be bidding or otherwise participating in connection with such Bid, including any employment or compensation arrangements being negotiated or agreed to between the Qualified Bidder (as defined below) and any employee of the Debtors. Under no circumstances shall any undisclosed insiders, principals, equity holders, or financial backers of the Debtors be associated with any Bid. Each Bid should also include contact information for the specific person(s) and counsel whom the Debtors (and their advisors) should contact regarding such Bid. I. **Authorization.** Each Bid must contain evidence acceptable to the Debtors that the Acceptable Bidder has obtained all necessary authorizations or approvals from its board of directors (or a comparable governing body) with respect to the submission of its Bid and the consummation of the Sale Transaction contemplated by such Bid. J. **Contracts and Leases.** Each Bid must (i) identify each and every Assigned Contract and (ii) be accompanied by adequate assurance of future performance under all Assigned Contracts, which shall include audited and unaudited financial statements, tax returns, bank account statements, and a description of the business to be conducted at the premises, and such other documentation as the Debtors may request (the "Adequate Assurance Package"). The Adequate Assurance Package should be submitted in its own compiled PDF document. K. **As-Is, Where-Is.** Each Bid must include a written acknowledgement and representation that: (i) the Acceptable Bidder has had an opportunity to conduct any and all due diligence regarding the Sale Transaction prior to making its Bid; (ii) the Acceptable Bidder has relied solely upon its own independent review, investigation, or inspection of any documents in making its Bid; (iii) except as may be set forth in Definitive Sale Documents (as defined below) concerning such Bid, the Acceptable

Requirement	Description
	Bidder did not rely, is not relying, and will not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, by the Debtors or their advisors or other representatives regarding the Sale Transaction, the completeness of any information provided in connection therewith or the applicable Auction, if any, or otherwise; and (iv) the Acceptable Bidder did not engage in any collusive conduct and acted in good faith in submitting its Bid. L. **No Break-Up Fee or Reimbursement of Expenses.** Each Bid, with the exception of a Stalking Horse Bid, must expressly state and acknowledge that such Acceptable Bidder shall not be entitled to, and shall not seek, any transaction break-up fee, termination fee, expense reimbursement, working fee, or similar type of payment; *provided* that the Debtors are authorized in their reasonable business judgment, in consultation with the Consultation Parties, subject to Section 9 of the Bidding Procedures, to offer Bid Protections to one or more Stalking Horse Bidders in accordance with the Bidding Procedures and the Bidding Procedures Order; *provided*, *further*, that each Bid must expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code or the payment of any broker fees or costs in connection with bidding for any portion of the Assets and/or otherwise participating in the applicable Auction or the sale process. M. **Employees & Transition Services.** Each Bid must (i) include a description of the Acceptable Bidder's intentions with respect to the Debtors' current management team and other employees, and (ii) state or otherwise estimate the types of transition services, if any, the Acceptable Bidder would require of and/or provide to the Debtors, including an estimate of the time any such transition services would be required of and/or provided to the Debtors, if the Acceptable Bidder's Bid were selected as the Successful Bid for the applicable Assets. The Acceptable Bidder shall be responsible for all of the Debtors' actual costs in connection with providing any such transition services. N. **Commitment to Close; Timing.** Each Bid must include (i) a commitment to close as soon as practicable, but in no event later than five (5) calendar days after entry of the Confirmation Order, and (ii) the expected date of closing of a Sale Transaction. A Bid must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors.

Requirement	Description
	O. **Irrevocable Bid.** Each Bid must contain a statement by the applicable Acceptable Bidder acknowledging and agreeing that such Bid and each of its provisions is binding upon the Acceptable Bidder and irrevocable in all respects. **The submission of a Bid shall constitute a binding and irrevocable offer (i) for the Successful Bidder(s), until consummation of the proposed Sale Transaction, (ii) for the Back-Up Bidder (as defined below) (if any), as provided in the Bidding Procedures, including Section 12 thereof, and (iii) for any bidder other than the Successful Bidder and Back-Up Bidder, until two (2) Business Days after entry of the Court's order approving the Successful Bid(s) and (if applicable) the Back-Up Bid (as defined below) for the applicable Assets (the "Sale Order"), and each Bid must include a written acknowledgment and representation to such effect.** P. **Compliance with Bidding Procedures.** Each Bid must contain a covenant that the applicable Acceptable Bidder will comply in all respects with the terms of the Bidding Procedures and the Bidding Procedures Order. Q. **Combination Bids.** For Bids that contemplate a purchase of multiple categories of Assets, each Bid must specify: (i) allocation of the Purchase Price across the Assets; and (ii) Bids must indicate whether the offer is on an "all or none" basis in the event that the Acceptable Bidder is outbid for certain Assets contemplated in the Bid. R. **Consent to Jurisdiction.** An Acceptable Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualifications of Bids, the Auctions, the Sale Transactions, and the construction and enforcement of the Bidding Procedures, any written indications of interest, the Preliminary Documents, the Bids, and any and all other agreements entered into in connection with any Sale Transaction. By submitting a Bid, each Acceptable Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bidding Procedures and to refrain from (i) submitting a Bid after conclusion of the applicable Auction (if any) or (ii) seeking to reopen the applicable Auction (if any) once closed.
Bid Deadlines	Any Bid must be transmitted via email (in .pdf or similar format) to the Debtors and their advisors (as specified in Section 3 of the Bidding Procedures) so as to be **actually received by such parties** on or before **June 26, 2026, by 5:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline"). The Debtors shall promptly provide the Consultation Parties copies of all Bids

Requirement	Description
	received by the Debtors within one (1) Business Day following the Bid Deadline.
Qualified Bids & Qualified Bidders	A Bid is a "Qualified Bid" if the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, determine that such Bid (i) satisfies the Bid Requirements set forth above; and (ii) is reasonably likely to be consummated if selected as the Successful Bid (or Back-Up Bid, as applicable) for the applicable portion of the Assets; *provided* that any Stalking Horse Bid shall constitute and be deemed a Qualified Bid. For the avoidance of doubt, combination bids may constitute a Qualified Bid. An Acceptable Bidder that submits a Qualified Bid is a "Qualified Bidder" with respect to the Assets to which such Qualified Bid relates; *provided* that any Stalking Horse Bidder shall constitute and be deemed a Qualified Bidder. For the avoidance of doubt, to the extent that any Secured Party submits a Credit Bid in accordance with Section 10 of the Bidding Procedures, such Bid shall be a Qualified Bid, and such Secured Party shall be a Qualified Bidder with respect to such Bid. As soon as reasonably practicable after the applicable Bid Deadline, the Debtors will notify each Acceptable Bidder whether such party is a Qualified Bidder and shall provide the Consultation Parties' counsel with a copy of each Qualified Bid. If an Acceptable Bidder's Bid is determined not to be a Qualified Bid, the Debtors will refund such Acceptable Bidder's Deposit (if any) on the date that is five (5) Business Days after such determination. Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the date set for the applicable Auction, the Debtors may discuss, negotiate, or seek clarification of any Bid from an Acceptable Bidder. Without the prior written consent of the Debtors following consultation with the Consultation Parties, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in the Bidding Procedures; *provided* that any Qualified Bid may be improved at the Auctions (if any) as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in the Bidding Procedures. Notwithstanding anything herein to the contrary, the Debtors, in consultation with the Consultation Parties, reserve the right to work with (i) Potential Bidders and Acceptable Bidders to aggregate two (2) or more Bids into a single consolidated Bid prior to the applicable Bid Deadline and (ii) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auctions (if any). The Debtors, in consultation with the Consultation Parties, reserve the right to cooperate with any Acceptable Bidder

Requirement	Description
	to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid and/or treat any deficient Bid as a Qualified Bid.
Stalking Horse Bidder	The Debtors may, in an exercise of their reasonable business judgment and with the consent of the Required Consenting Term Loan Lenders (not to be unreasonably withheld) and in consultation with the Consultation Parties (i) select one or more Acceptable Bidders to act as stalking horse bidders in connection with a Sale Transaction (each, a "Stalking Horse Bidder," and such Acceptable Bidder's Bid, a "Stalking Horse Bid") and enter into a purchase agreement with such Stalking Horse Bidder (each such agreement, a "Stalking Horse Purchase Agreement"); and (ii) in connection with any Stalking Horse Purchase Agreement and in recognition of such Stalking Horse Bidder's expenditure of time, energy, and resources, the Debtors may, in consultation with the Consultation Parties, determine to, other than with respect to a Stalking Horse Bidder that is a Secured Party, (a) provide a breakup fee (the "Breakup Fee") and/or (b) reimburse such Stalking Horse Bidder's reasonable and documented out-of-pocket fees and expenses (including attorney's fees and expenses) actually incurred in connection with preparation and negotiation of the Stalking Horse Purchase Agreement (the "Expense Reimbursement," and together with the Breakup Fee, the "Bid Protections"), subject to approval by the Court; *provided* that with respect to any Stalking Horse Purchase Agreement, the aggregate of the Breakup Fee and the total Expense Reimbursements shall in no event exceed three percent (3%) of the cash portion of the applicable Purchase Price and, for the avoidance of doubt, shall be junior in right of payment to the ABL 507(b) Claim and the Term Loan 507(b) Claim (each as defined in the Cash Collateral Orders). To the extent the Bid Protections do not otherwise comply with the Bidding Procedures, the Debtors reserve the right, in consultation with the Consultation Parties, to seek Court approval of such Bid Protections. No later than one (1) Business Day after selecting a Stalking Horse Bidder, the Debtors shall file with the Court and serve a notice that (i) identifies the Stalking Horse Bidder and the material terms of the applicable Stalking Horse Bid, including the Purchase Price and the portion of the Assets to which such Stalking Horse Bid relates; and (ii) attaches a copy of the corresponding Stalking Horse Purchase Agreement.
Right To Credit Bid	Subject to section 363(k) of the Bankruptcy Code, any Qualified Bidder that has a valid and perfected lien on any Assets of the Debtors' estates (a "Secured Party," and collectively, the "Secured Parties") shall be entitled to credit bid all or a portion of the face value of such Secured Party's claims against the Debtors toward the Purchase Price specified in such Qualified Bidder's Bid (a "Credit Bid"); *provided* that a Secured Party shall be entitled to Credit Bid its claim(s) only with respect to Assets that are subject to a valid and perfected lien in favor of such Secured Party as to such claim(s); *provided*, *further*, that a Credit Bid

Requirement	Description
	shall not constitute a Qualified Bid if the Credit Bid does not include a cash component sufficient to pay in full all claims for which there are valid, perfected, and unavoidable liens on any assets in such Bid that are senior in priority to those of the Secured Party seeking to Credit Bid. Subject to each applicable intercreditor agreement and agreement among lenders, (a) any Credit Bid submitted by a Secured Party shall be deemed a Qualified Bid in all respects, (b) each of the Secured Parties or any person authorized to submit a bid on their behalf shall be deemed a Qualified Bidder, (c) such a person shall not be required to provide a Deposit, (d) such a person shall not be required to act as a Back-Up Bidder, (e) the Secured Parties shall be entitled to enter a Credit Bid for the full face value of their respective Claims, and (f) any such Credit Bid may, at the election of the applicable Secured Party, be implemented through a plan of reorganization. For the avoidance of doubt, the rights and defenses of the Debtors and any other party in interest with respect to whether any assertion that any liens, claims, encumbrances, or interests, if any, will attach to the proceeds of the Sale Transactions are expressly preserved.
Auctions	If the Debtors receive multiple Qualified Bids with respect to the same Assets, and determine that each of such Qualified Bids represents a higher or otherwise better value than the value available through the Recapitalization Transaction, the Debtors may, in consultation with the Consultation Parties, conduct one or more auctions to determine the Successful Bidder(s) (or Back-Up Bidder, as applicable). In such event, the Debtors will (i) notify all Qualified Bidders of the highest or otherwise best Qualified Bid with respect to the applicable Assets as of the commencement of the Auction, as determined by the Debtors in their reasonable business judgment and in consultation with the Consultation Parties (each such Qualified Bid, a "Baseline Bid") and (ii) provide copies of the documents setting forth the terms of the Baseline Bid(s) to all Qualified Bidders and the Consultation Parties, to the extent not previously provided to such parties, in each case, as soon as reasonably practicable after the Bid Deadline and in any event no later than prior to the commencement of the Auction. The Debtors' determination of which Qualified Bid constitutes the Baseline Bid shall consider any factors the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, deem relevant to the value of the Qualified Bid to the Debtors' estates. If the Debtors, in consultation with the Consultation Parties, determine that they have received no Qualified Bids other than any Stalking Horse Bid, if any, or they have received only a single Qualified Bid for a particular portion of the Assets, then the Auction will not occur, and the Stalking Horse Bid or the Qualified Bid will be deemed to be the Successful Bid(s) for the Assets to which such Stalking Horse Bid(s) or Qualified Bid relates, so long as such Stalking

Requirement	Description
	Horse Bid(s) or Qualified Bid represents a higher or otherwise better value than the value available through the Recapitalization Transaction. If the Debtors make such a determination, the Debtors shall file a notice with the Court within two (2) Business Days of making such determination. If the Debtors, in consultation with the Consultation Parties, determine that an Auction is necessary, the Auction will take place on or after **June 29, 2026**, at a time to be announced by the Debtors in consultation with the Consultation Parties, via remote video and/or in person at the Debtors' election, and shall be conducted in a timely fashion according to the procedures set forth below (the "Auction Procedures"). AUCTION PROCEDURES A. **The Debtors Shall Conduct the Auction; General Provisions.** The Debtors, with the assistance of their advisors, shall direct and preside over any Auction and shall consult with the Consultation Parties throughout the Auction process. At the commencement of any Auction, the Debtors, in consultation with the Consultation Parties, (i) may announce procedural and related rules governing the Auction, including time periods available to all Qualified Bidders to submit any successive Bid(s); and (ii) shall describe the terms of the Baseline Bid. Only incremental Bids that comply with the terms set forth in Section 11(ii) of the Bidding Procedures shall be considered "Overbids." Overbids shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors, in consultation with the Consultation Parties, shall determine in their reasonable business judgment whether an incremental Bid is an Overbid. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid (or Back-Up Bid, as applicable). Only Qualified Bidders, the Debtors, the Consultation Parties, the U.S. Trustee, and each of their respective legal and financial advisors, and any other parties specifically invited or permitted to attend by the Debtors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction (remotely via videoconference or in person) and may speak or Bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors in consultation with the Consultation Parties, only Qualified Bidders shall be entitled to Bid at the Auction. The Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the transactions

Requirement	Description
	contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction. The Debtors may, subject to Section 16 of the Bidding Procedures, announce at the Auction modified or additional procedures for conducting the Auction or otherwise modify the Bidding Procedures. B. **Terms of Overbids.** Each Overbid must comply with the following terms: 1. Minimum Overbid Increment. At the commencement of the initial solicitation of Overbids, the Debtors, in consultation with the Consultation Parties, shall announce the minimum increment by which any Overbid must exceed the applicable Baseline Bid, which shall be determined by the Debtors in their reasonable business judgment in consultation with the Consultation Parties. At the commencement of each subsequent round of solicitation of Overbids, the Debtors shall announce the minimum increment by which any Overbid must exceed the Prevailing Highest Bid (as defined below) at such time. The Debtors may, in their reasonable business judgment and in consultation with the Consultation Parties, announce increases or reductions to the applicable minimum Overbid increment at any time during the Auction. Any Overbid made by a Stalking Horse Bidder shall be deemed to have been made in an amount equal to the Overbid plus, if applicable, the Expense Reimbursement and the Breakup Fee, to the extent provided in the applicable Stalking Horse Purchase Agreement. 2. Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline by which time any Overbids must be submitted to the Debtors (an "Overbid Round Deadline"); *provided* that the Debtors, in their reasonable business judgment and after consultation with the Consultation Parties, may extend any Overbid Round Deadline.

Requirement	Description
	3. Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' reasonable business judgment and after consultation with the Consultation Parties, but shall otherwise comply with the terms of the Bidding Procedures. 4. Announcing Highest Bid. Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors, in consultation with the Consultation Parties, have identified an Overbid as being higher or otherwise better than, in the initial Overbid round, the Baseline Bid or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all applicable Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to such Prevailing Highest Bid. C. **Consideration of Overbids.** The Debtors reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders the opportunity to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient and sufficiently unconditional financing commitments to consummate the proposed Sale Transaction at the prevailing Overbid amount. D. **Closing the Auction.** The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their reasonable business judgment and in consultation with the Consultation Parties, and with the consent of the Required Consenting Term Loan Lenders (not to be unreasonably withheld), to be the highest or otherwise best Qualified Bid for the applicable Assets. Such Qualified Bid shall be designated the "Successful Bid" (or Back-Up Bid, as applicable, and the Qualified Bidder who submitted the Successful Bid, the "Successful Bidder") with respect to its proposed Assets, at which time the Auction with respect to such Assets shall be closed; *provided* that (i) such Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid; and (ii) the Debtors' designation of a Qualified Bid as a

Requirement	Description
	Successful Bid (or Back-Up Bid, as applicable) shall be subject to and conditioned on finalization of definitive documentation and the Court's approval of such Successful Bid (or Back-Up Bid, as applicable), applicable regulatory and third-party approvals, and the consummation of the Sale Transaction contemplated thereby. As soon as reasonably practicable after the designation of a Successful Bid (or Back-Up Bid, as applicable), the Debtors, in consultation with the Consultation Parties, shall finalize definitive documentation to implement the terms of such Successful Bid (or Back-Up Bid, as applicable), and cause such definitive documentation to be filed with the Court. E. **No Collusion; Good Faith Offer.** Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) such Qualified Bidder has not engaged in any collusion with respect to the bidding process, (ii) such Qualified Bidder's Qualified Bid is a good faith and irrevocable offer and such Qualified Bidder intends to consummate the Sale Transaction contemplated by its Qualified Bid if such Qualified Bid is the Successful Bid (or Back-Up Bid, as applicable) with respect to the applicable Assets, and (iii) such Qualified Bidder will serve as a Back-Up Bidder. F. **Rejection of Bids.** The Debtors, in their reasonable business judgment, in consultation with the Consultation Parties with respect to F(i) and F(ii) below, may reject, at any time before entry of an order of the Court approving a Successful Bid (or Back-Up Bid, as applicable), any Bid that the Debtors determine, after consultation with the Consultation Parties, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code and/or the Bidding Procedures, or (iii) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders.
Designation of a Back-Up Bidder	If for any reason the Successful Bidder fails to consummate the Qualified Bid within the time permitted after the entry of the Sale Order approving the Sale Transaction to the Successful Bidder, then the Qualified Bidder or Qualified Bidders with the next highest or otherwise second-best Bid (each, a "Back-Up Bidder"), as determined by the Debtors after consultation with the Consultation Parties, at the conclusion of the Auction and announced at that time to all the Qualified Bidders participating therein and as set forth in the Sale Order, will automatically be deemed to have submitted the highest or otherwise best Bid or Bids (each, a "Back-Up Bid"), and the Debtors will be authorized, but not required, to consummate the transaction pursuant to the Back-Up Bid as soon as is commercially reasonable without further order of the Bankruptcy Court upon at least twenty-four (24) hours advance notice, which notice will be filed with the Court; *provided* that the foregoing shall not apply to any Acceptable Bidder that both (a) qualifies as a Secured Party and (b) submits a Bid that contemplates

Requirement	Description
	providing consideration pursuant to section 363(k) of the Bankruptcy Code. Upon designation of the Back-Up Bidder at the Auction, the Back-Up Bid must remain open and irrevocable notwithstanding any outside date set forth in such Back-Up Bidder's proposed purchase agreement until the earlier of (i) the closing of the transactions contemplated by the Successful Bid and (ii) the date that is forty-five (45) days following the conclusion of the Auction.
Fiduciary Out	Notwithstanding anything to the contrary in the Bidding Procedures or any document filed with or entered by the Court, nothing in the Bidding Procedures or the Bidding Procedures Order shall require any Debtor or its board of directors, board of managers, or similar governing body to take any action or to refrain from taking any action with respect to any Sale Transaction or the Bidding Procedures solely to the extent such Debtor or governing body determines in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law; *provided* that (a) the Debtors shall notify counsel to the Consultation Parties of any such determination within twenty-four hours following such determination, (b) such determination shall not impede any Consenting Stakeholder's right to terminate the RSA, and (c) each Consultation Party reserves its right to challenge any action taken (or omitted to take) pursuant to this section. Further, notwithstanding anything to the contrary in the Bidding Procedures or any document filed with or entered by the Court, until the entry of the Sale Order, the Debtors and their respective directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (i) consider, respond to, and facilitate alternate proposals for sales or other transactions involving any or all of the Assets (each, an "Alternate Proposal"); (ii) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (iii) maintain or continue discussions or negotiations with respect to Alternate Proposals; (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternate Proposals; and (v) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposal.
"As Is, Where Is"	Consummation of any Sale Transaction will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted and agreed to by the Debtors in the executed definitive written documentation for the Sale Transaction (the "Definitive Sale Documents"). Unless otherwise specifically accepted and agreed to by the Debtors in Definitive Sale Documents, all of the Debtors' right, title, and interest in and to the Assets disposed of in a Sale

Requirement	Description
	Transaction will be transferred to the Successful Bidder (or Back-Up Bidder, as applicable) free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests in accordance with sections 363(f) of the Bankruptcy Code, with such interests to attach to the proceeds of the sale of the applicable Assets with the same validity and priority as such interests were held in or against the applicable Assets prior to the sale in accordance with the Bankruptcy Code, applicable non-bankruptcy law and any prior orders of the Court. By submitting a Bid, each bidder will be deemed to acknowledge and represent that it (i) has had an opportunity to conduct adequate due diligence regarding the Debtors and the proposed Sale Transaction prior to making its Bid, (ii) has relied solely on its own independent review, investigation, and inspection of any document, including executory contracts and unexpired leases, in making its Bid, and (iii) has not relied, is not relying, and will not rely on any information received from any person or entity (including any of the Debtors or their advisors or other representatives) or any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, with respect to the Sale Transaction or the completeness of any information provided in connection with the Sale Transaction or the Auction (if any), except as may be set forth in Definitive Sale Documents.
Commissions	The Debtors shall be under no obligation to pay any commissions, fees, or expenses to any Potential Bidder's or Acceptable Bidder's agent, advisor, or broker. All commissions, fees, or expenses for any such agents, advisors, or brokers shall be paid by the applicable Potential Bidder or Acceptable Bidder at such Potential Bidder's or Acceptable Bidder's discretion. In no case shall any commissions, fees, or expenses for any Potential Bidder's or Acceptable Bidder's agent, advisor, or broker be deducted from any proceeds derived from any Sale Transaction. This section shall not apply to any Bid Protections that become payable pursuant to the terms of a Stalking Horse Purchase Agreement.
Reservation of Rights	The Debtors may, in consultation with the Consultation Parties, be entitled to modify the Bidding Procedures in their reasonable business judgment in consultation with the Consultation Parties in any manner that will best promote the goals of the Bidding Procedures, or impose, at or prior to the Auction (if any), additional customary terms and conditions on a Sale Transaction, including: (i) extending the deadlines set forth in the Bidding Procedures; (ii) adjourning the Auction at the Auction; (iii) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if any); (iv) canceling the Auction; and (v) rejecting any or all Bids or Qualified Bids; *provided* that the Debtors may not amend the Bidding Procedures or the bidding process to (i) reduce or otherwise modify their obligations to consult with any Consultation Party or alter any other rights of

Requirement	Description
	any Consultation Party without the consent of such Consultation Party or further order of the Court, (ii) reduce or otherwise modify their obligations to obtain consent from any Consultation Party pursuant to the Bidding Procedures; or (iii) impair the rights of any Qualified Bidder to make a Credit Bid. Each reference in the Bidding Procedures and the Bidding Procedures Order to "consultation" (or similar phrase) with the Consultation Parties shall mean consultation in good faith.
Consent to Jurisdiction	All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of the Bidding Procedures.
Sale Hearing	In the event a Successful Bid for the Assets is selected, the Court shall hold a hearing to consider approval of the Successful Bid(s) (and Back-Up Bid(s), as applicable) and the Sale Transactions contemplated thereby (the "Sale Hearing"). **The Sale Hearing (if any) shall be held on July 30, 2026, subject to the availability of the Court. The Sale Hearing may be continued to a later date by the Debtors, in consultation with the Consultation Parties, by providing for such adjournment in a hearing agenda, sending written notice to all Qualified Bidders and Consultation Parties, prior to, or by making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any bidder or other party.**
Return of Deposit	Any Deposits provided by Qualified Bidders shall be held in one or more escrow accounts on terms acceptable to the Debtors. Any such Deposits will be returned to Qualified Bidders that are not Successful Bidders (or Back-Up Bidders, as applicable) on the date that is three (3) Business Days after the applicable Auction (if any). Any Deposit provided by a Successful Bidder (or Back-Up Bidder, as applicable) shall be applied to the Purchase Price of the applicable Sale Transaction at closing. If a Successful Bidder (or Back-Up Bidder, as applicable) fails to consummate the Sale Transaction contemplated by its Successful Bid (or Back-Up Bid, as applicable) because of a breach by such Successful Bidder (or Back-Up Bidder, as applicable), the Debtors will not have any obligation to return any Deposit provided by such Successful Bidder (or Back-Up Bidder, as applicable), which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates.

20. Importantly, the Bidding Procedures recognize and comply with the Debtors' fiduciary obligations to maximize estate value, and, as such, do not impair the Debtors' ability to consider all qualified bid proposals and, as noted, preserve the Debtors' right to modify the Bidding Procedures as necessary or appropriate to maximize value for the Debtors' estates.

A. Form and Manner of Sale Notice.

21. As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors will cause the Sale Notice, substantially in the form attached as Exhibit 2 to the Bidding Procedures Order, to be served (including by e-mail, where applicable) on the following parties or their respective counsel, if known: (a) the Notice Parties (as defined below); (b) counsel to the Stalking Horse Bidder, if any; (c) all parties to executory contracts and unexpired leases to be potentially assumed and assigned as part of a proposed Sale Transaction; (d) all parties who have expressed a written interest in the Assets; (e) all known holders of liens, encumbrances, and other claims secured by the Assets; (f) the Internal Revenue Service; (g) all applicable state and local taxing authorities; (h) each governmental agency that is an interested party with respect to a Sale Transaction; (i) all known creditors of the Debtors; and (j) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1(b).

22. In addition, as soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors will provide notice of the Auction, if any, and the Sale Hearing through the publication of the Sale Notice on the website of the Debtors' proposed noticing and claims agent to be retained in the chapter 11 cases, Kurtzman Carson Consultants, LLC dba Verita Global, at https://www.veritaglobal.net/westmarine (the "Case Website") and will also publish the Sale Notice, with any modifications necessary for ease of publication (the "Publication Notice"), once

in *The New York Times* (national edition), *The Wall Street Journal* (national edition), or another similar publication to provide notice to any other potentially interested parties.

23. The Sale Notice is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale Transaction, including the date, time, and place of the Auction (if any), the Bidding Procedures, the Sale Hearing, and the dates and deadlines related thereto. Accordingly, the Debtors request that the form and manner of the Sale Notice be approved and no other or further notice of the Auction be required.

B. Summary of the Assumption and Assignment Procedures.

24. The Debtors seek entry of the Assumption and Assignment Procedures to facilitate the fair and orderly assumption and assignment of the Assigned Contracts in connection with the Sale Transactions. Because the Cure Notice, attached as Exhibit 5 to the Bidding Procedures Order, sets forth the Assumption and Assignment Procedures in detail, they are not restated herein. Generally, however, the Assumption and Assignment Procedures: (a) outline the process by which the Debtors will serve notice to all counterparties to the Assigned Contracts regarding the proposed assumption and assignment and related cure amounts, if any, informing such parties of their right and the procedures to object thereto; and (b) establish objection and other relevant deadlines and the manner for resolving disputes relating to the assumption and assignment of the Assigned Contracts to the extent necessary.

Basis for Relief

I. The Relief Sought in the Bidding Procedures Order Is in the Best Interests of the Debtors' Estates and Should Be Approved.

25. Courts have made clear that a debtor's business judgment is entitled to substantial deference with respect to the procedures to be used in selling an estate's assets. *See, e.g.*, *In re Culp*, 550 B.R. 683, 697 (D. Del. 2015) ("In determining whether to authorize use,

sale or lease of property of the estate under [Section 363], courts require the [debtor] to show that a sound business purpose justifies such actions. If the [debtor's] decision evidences a sound business purpose, then the Bankruptcy Court should approve the sale.") (quoting *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 152–53 (D. Del. 1999)); *In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) ("Under Section 363, the debtor in possession can sell property of the estate . . . if: he has an 'articulated business justification'" (citation omitted)); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *Schipper*); *see also In re Integrated Res., Inc.*, 147 B.R. 650, 656–57 (S.D.N.Y. 1992) (noting that bidding procedures that have been negotiated by a trustee are to be reviewed according to the deferential "business judgment" standard, under which such procedures and arrangements are "presumptively valid").

26. The paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See In re Adams Res. Expl. Corp.*, No. 17-10866 (KG), 2017 WL 5484017, at *3 (Bankr. D. Del. Sept. 20, 2017) ("The relief requested in the Sale Motion . . . is a necessary and appropriate step toward enabling the [d]ebtor to maximize the value of its bankruptcy estate, and it is in the best interests of the [d]ebtor, its estate and its creditors."); *In re Mushroom Transp. Co.*, 382 F.3d 325, 339 (3d Cir. 2004) (concluding that the debtor-in-possession "had a fiduciary duty to protect and maximize the estate's assets"); *In re Edwards*, 228 B.R. 552, 561 (Bankr. E.D. Pa. 1998) ("The purpose of procedural bidding orders is to facilitate an open and fair public sale designed to maximize value for the estate."); *In re Food Barn Stores, Inc.*, 107 F.3d 558, 564–65 (8th Cir. 1997) (noting that in bankruptcy sales, "a primary objective of the [Bankruptcy] Code [is] to enhance the value of the estate at hand"); *Integrated Res.*, 147 B.R. at 659 ("It is a well-established principle of bankruptcy law that

the objective of bankruptcy rules and the [debtor's] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.") (citation omitted).

27. To that end, courts uniformly recognize that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy transactions. *See, e.g.*, *In re Dura Auto, Sys.,* No. 06-11202 (KJC), 2007 WL 7728109, at *90 (Bankr. D. Del. Aug. 15, 2007) (concluding that bidding procedures "intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy sales"); *Integrated Res*., 147 B.R. at 659 (noting that bidding procedures "are important tools to encourage bidding and to maximize the value of the debtor's assets"); *In re Fin. News Network, Inc.*, 126 B.R. 152, 156 (Bankr. S.D.N.Y. 1991) ("[C]ourt-imposed rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estates").

28. The Debtors believe that the Bidding Procedures are designed to promote active bidding from seriously interested parties and achieve the highest or otherwise best offer currently available for the Assets under the circumstances. The Bidding Procedures are designed to allow the Debtors to conduct the Marketing Process in a controlled, fair, and open fashion that will encourage participation by financially capable bidders. Specifically, the Bidding Procedures contemplate an open auction process with minimal barriers to entry and, under the circumstances, provide potential bidding parties with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed Bid. At the same time, the Bidding Procedures provide the Debtors with an opportunity to consider competing Bids and select the highest or otherwise best offer for the completion of the Sale Transactions.

29. In addition, selection of a Stalking Horse Bidder and entry into a Stalking Horse Purchase Agreement would best position the Debtors to obtain fair market value by setting a minimum purchase price for the Assets that will be tested in the marketplace.

A. The Form and Manner of Service of the Sale Notice Should Be Approved.

30. Pursuant to Bankruptcy Rule 2002(a)(2), the Debtors are required to provide creditors with twenty-one days' notice of the Sale Hearing. Pursuant to Bankruptcy Rule 2002(c)(1), such notice must include the time and place of the Auction, if any, and the Sale Hearing and the deadline for filing any objections to the relief requested herein.

31. As noted above, within two (2) days following entry of the Bidding Procedures Order, the Debtors will serve the Sale Notice upon all creditors, including the following parties or their respective counsel, if known: (a) the Notice Parties; (b) counsel to the Stalking Horse Bidder, if any; (c) all parties to executory contracts and unexpired leases to be potentially assumed and assigned as part of a proposed Sale Transaction; (d) all parties who have expressed a written interest in the Assets; (e) all known holders of liens, encumbrances, and other claims secured by the Debtors' Assets; (f) the Internal Revenue Service; (g) all applicable state and local taxing authorities; (h) each governmental agency that is an interested party with respect to a Sale Transaction; (i) all known creditors of the Debtors; and (j) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002 and Local Rule 2002-1(b).

32. In addition, within two (2) days following entry of the Bidding Procedures Order or as soon as reasonably practicable thereafter, the Debtors will provide notice of the Sale Hearing through the publication of the Sale Notice on the Case Website and will also publish the Publication Notice once in *The New York Times* (national edition), *The Wall Street Journal*

(national edition), or another similar publication to provide notice to any other potentially interested parties in accordance with Bankruptcy Rule 9008.

33. The Debtors submit that notice of this Motion and the related hearing to consider entry of the Bidding Procedures Order, coupled with service of the Sale Notice, the Publication Notice, and the Cure Notice as provided for herein, constitutes good and adequate notice of the Sale Transactions and any proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002. Accordingly, the Debtors request that this Court approve the form and manner of the Sale Notice and Cure Notice.

B. The Bid Protections Have a Sound Business Purpose and Should Be Approved.

34. To the extent the Debtors designate one or more Stalking Horse Bidders, the Debtors request approval to offer certain customary Bid Protections to such Stalking Horse Bidder consisting of a breakup fee and expense reimbursement, in an aggregate amount not to exceed three percent (3%) of the applicable Purchase Price. The use of a stalking horse in a public auction process for the sale of a debtor's assets is a customary practice in chapter 11 cases, as the use of a stalking horse bid is, in many circumstances, the best way to position the Debtors to maximize value in an auction process by "establish[ing] a framework for competitive bidding and . . . facilitat[ing] a realization of that value." *See Off. Comm. of Unsecured Creditors v. Interforum Holding LLC*, No. 11-CV-219, 2011 WL 2671254, at *1 n.1 (E.D. Wis. July 7, 2011).

35. Generally, stalking horse expense reimbursements and breakup fees are a normal, and, in many cases, necessary component of significant sales conducted under section 363 of the Bankruptcy Code. For example, courts have found that because a "corporation [has] a duty to encourage bidding, break-up fees can be *necessary* to discharge [such] duties to maximize value. . . . [Bid protections] may 'be legitimately necessary to convince a white knight to enter the

bidding by providing some form of compensation for the risks it is undertaking.'" *In re Integrated Res., Inc.*, 147 B.R. at 660–61. As a result, courts routinely approve such bidding protections in connection with proposed bankruptcy sales where a proposed fee or reimbursement provides a benefit to the estate. *See In re Energy Future Holdings Corp.*, 904 F.3d 298 (3d Cir. 2018) (holding that "'the allowability of break-up fees . . . depends upon the requesting party's ability to show that the fees [a]re actually necessary to preserve the value of the estate.'") (citation omitted); *see also In re Reliant Energy Channelview LP*, 594 F.3d 200, 206 (3d Cir. 2010); *In re O'Brien Env't Energy, Inc.*, 181 F.3d 527, 533 (3d Cir. 1999); *In re Women First Healthcare, Inc.*, 332 B.R. 115, 121–23 (Bankr. D. Del. 2005). The Debtors believe that the allowance of the Bid Protections is in the best interests of their estates and their creditors, as any Stalking Horse Bidder, if designated, will establish a floor for further bidding that may increase the consideration given in exchange for the applicable Assets for the benefit of the Debtors' estates.

36. In the Third Circuit, bidding protections, such as those proposed here, are subject to the general standard used for administrative expenses under section 503 of the Bankruptcy Code. *Energy Future*, 904 F.3d at 313 ("[T]ermination fees are subject to the same general standard used for all administrative expenses under 11 U.S.C. § 503."); *Women First Healthcare, Inc.*, 332 B.R. at 121–23 (holding that the general standard used for all administrative expenses applies to expense reimbursements). Thus, the allowability of break-up fees, "like that of other administrative expenses, depends upon the requesting party's ability to show that the fees were actually necessary to preserve the value of the estate." *Reliant Energy*, 594 F.3d at 206 (internal quotation marks omitted) (quoting *O'Brien*, 181 F.3d at 535).

37. Similar bid protections have been approved by this Court. *See, e.g., In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Mar. 5, 2025) (authorizing a stalking horse

break-up fee and expense reimbursement of up to 3% in the aggregate); *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 26, 2024) (authorizing a stalking horse and break-up fee of up to 4% in the aggregate); *In re SunPower Corp.*, No. 24-11649 (CTG) (Bankr. D. Del. Aug. 29, 2024) (authorizing stalking horse break-up fee of 3% and expense reimbursement of $550,000); *In re Vyaire Med., Inc.*, No. 24-11217 (BLS) (Bankr. D. Del. July 11, 2024) (authorizing stalking horse break-up fee of 3% and expense reimbursement of $250,000); *In re Sientra, Inc.*, No. 24-10245 (JTD) (Bankr. D. Del. Mar. 5, 2024) (authorizing stalking horse break-up fee of 3% and expense reimbursement of $500,000).[4]

38. Accordingly, for the reasons set forth above, the Debtors respectfully request that the Court grant the Debtors the authority, but not direction, to incur and pay the Expense Reimbursement and/or Breakup Fee to the extent that the Debtors designate a Stalking Horse Bidder and such Bid Protections are necessary to preserve the value of the Debtors' estates.

C. The Assumption and Assignment Procedures Are Appropriate and Should Be Approved.

39. As set forth above, the Sale Transactions may contemplate the assumption and assignment of contracts to the Successful Bidder(s). In connection with this process, the Debtors believe it is necessary to establish the Assumption and Assignment Procedures by which: (a) the Debtors and contract counterparties can reconcile cure obligations, if any, in accordance with section 365 of the Bankruptcy Code; and (b) such counterparties can object to the assumption and assignment of contracts and/or related cure amounts.

40. As set forth in the Bidding Procedures Order, the Debtors also request that any party that fails to object to the proposed assumption and assignment of any contract be deemed to consent

[4] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

to the assumption and assignment of the applicable contract pursuant to section 365 of the Bankruptcy Code on the terms set forth in the applicable Sale Order, along with the cure amounts identified in the contract notice. *See, e.g.*, *In re Tabone, Inc.*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (by not objecting to sale motion, creditor deemed to consent); *Pelican Homestead v. Wooten (In re Gabel)*, 61 B.R. 661, 667 (Bankr. W.D. La. 1985) (same).

41. The Debtors believe that the Assumption and Assignment Procedures are fair and reasonable, provide sufficient notice to parties to the executory contracts and leases, and provide certainty to all parties in interest regarding their obligations and rights in respect thereof. Accordingly, the Debtors request that the Court approve the Assumption and Assignment Procedures set forth in the Bidding Procedures Order.

D. The Sale Transactions Should Be Approved as an Exercise of Sound Business Judgment.

42. Section 363(b)(1) of the Bankruptcy Code provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). The sale of a debtor's assets should be authorized pursuant to section 363 of the Bankruptcy Code if a sound business purpose exists for the proposed transaction. *See, e.g.*, *Schipper*, 933 F.2d, at 515 ("Under Section 363, the debtor in possession can sell property of the estate . . . if: he has an 'articulated business justification' . . . ."); *see also In re Martin*, 91 F.3d 389, 395 (3d. Cir. 1996) (same); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (same); *In re Telesphere Commc's, Inc.*, 179 B.R. 544, 552 (Bankr. N.D. Ill. 1999) (same).

43. Once the Debtors articulate a valid business justification, the business judgment rule "'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best

interests of the company.'" *In re S.N.A. Nut Co.*, 186 B.R. 98, 102 (Bankr. N.D. Ill 1995) (citation omitted); *In re Filene's Basement, LLC*, No. 11-13511 (KJC), 2014 WL 1713416, at *12 (Bankr. D. Del. Apr. 29, 2014) ("If a valid business justification exists, then a strong presumption follows that the agreement at issue was negotiated in good faith and is in the best interests of the estate") (citation omitted); *In re Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) ("[A] presumption of reasonableness attaches to a debtor's management decisions.").

1. A Sound Business Purpose Exists for the Sale Transactions.

44. The Debtors believe that approval of the Bidding Procedures will best position the Debtors to maximize the value of their Assets by exposing them to the market as part of a competitive, arm's-length process. The Marketing Process contemplated by the Bidding Procedures increases the chances for receiving valuable Bids that potentially may provide stakeholders with greater or otherwise better value than the Recapitalization Transaction, and allow the Debtors to "toggle" to a Sale Transaction.

45. Thus, after being compared to the baseline Recapitalization Transaction and undergoing a "market check" in the form of the Marketing Process, any Bids that are ultimately designated Successful Bids will constitute, in the Debtors' reasonable business judgment, the highest or otherwise best offers for the Assets and will provide a greater recovery for the Debtors' estates than any currently known or practicably available alternative. *See, e.g., In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, at *4 (Bankr. D. Del. 2001) (while a "§ 363(b) sale transaction does not require an auction procedure. The auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction."). Accordingly, the Debtors' decision to sell the Assets through an auction process and subsequently

to enter into purchase agreements with the Successful Bidder(s) will be a valid and sound exercise of the Debtors' business judgment.

46. The Debtors have demonstrated that a sound business purpose exists for the sale free and clear of all encumbrances, due and adequate notice will be provided, the purchase price will reflect fair value, and the Sale Transactions will be proposed in good faith without collusion or undue influence. The Debtors reserve the right to submit supplemental materials, including declarations, in connection with the Sale Transactions.

2. Adequate and Reasonable Notice of the Sale Transactions Will Be Provided.

47. The Sale Notice: (a) will be provided in a manner that provides parties in interest notice of the date, time, and location of the potential Auction and the Sale Hearing; (b) informs parties in interest of the deadlines for objecting to the Sale Transactions or assumption and assignment of contracts; and (c) otherwise includes all information relevant to parties interested in or affected by the Sale Transactions. Significantly, the form and manner of the Sale Notice will have been approved by this Court pursuant to the Bidding Procedures Order after notice and a hearing before it is provided to parties in interest.

48. Additionally, the Debtors will file the Stalking Horse Notice within one (1) Business Day of the designation of any such Stalking Horse Bidder or as soon as reasonably practicable thereafter. The Stalking Horse Notice will include, among other things, the identity of the Stalking Horse Bidder, key terms of the Stalking Horse Bidder's Bid, any Bid Protections, and the proposed Stalking Horse Purchase Agreement attached as an exhibit.

3. The Sale Transactions and Purchase Price Will Reflect a Fair Value Transaction.

49. It is well-settled that, where there is a court-approved auction process, a full and fair price is presumed to have been obtained for the assets sold, as the best way to determine value

is exposure to the market. *See Bank of Am. Nat'l Trust & Sav. Ass'n. v. 203 N. LaSalle St. P'ship*, 526 U.S. 434, 457 (1999); *see also In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326, *4 (Bankr. D. Del. 2001) (while a "§ 363(b) sale transaction does not require an auction procedure. The auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction.").

50. As described herein, prior to the Bid Deadline, the Debtors and their advisors will continue to market the Assets in order to solicit other offers consistent with the Bidding Procedures. For example, the Debtors and their advisors may contact potentially interested parties as well as previously solicited parties, continue to provide acceptable bidders with Data Room access and requested information, and consider a variety of alternative transaction structures.

4. The Bidding Procedures Ensure that the Sale Transactions Will Be Proposed in Good Faith and Without Collusion, and Any Stalking Horse Bidder or Successful Bidder Will Be a "Good-Faith Purchaser."

51. The Debtors request that the Court find the Successful Bidder(s) (including, for the avoidance of doubt, any Stalking Horse Bidder whose Bid is the Successful Bid) arising from the Auction, if any, are entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the sale of the assets.

52. Section 363(m) of the Bankruptcy Code provides in pertinent part:

> [t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease or property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

53. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal, as long as such purchaser leased or purchased the assets in "good faith." While the Bankruptcy Code does not define "good faith," courts have held that a purchaser shows its good faith through the integrity of its conduct during the course of the sale proceedings, finding that where there is a lack of such integrity, a good-faith finding may not be made. *See, e.g.*, *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143 (3d Cir. 1986) ("'Typically, the misconduct that would destroy a [buyer's] good faith status at a judicial sale involves fraud, collusion between the [proposed buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.'") (citation omitted); *In the Matter of Andy Frain Servs., Inc.*, 798 F.2d 1113, 1125 (7th Cir. 1986) (same); *In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (same).

54. The Debtors submit that the Successful Bidder will be a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and that the Stalking Horse Bidder, if any, or the Stalking Horse Purchase Agreement, and any marked versions thereof, would be a good-faith, arm's-length agreement entitled to the protections of section 363(m) of the Bankruptcy Code.[5]

55. ***First***, as set forth in more detail above, the consideration to be received by the Debtors from a Successful Bidder will be substantial, fair, and reasonable. ***Second***, any sale

[5] The Debtors believe that a finding of good faith within the meaning of section 363(m) of the Bankruptcy Code will be appropriate for any Successful Bidder. Pursuant to the Bidding Procedures, any Successful Bidder will have had to present a proposal in accordance with the Bidding Procedures. In addition, the Debtors will not choose as the Successful Bidder or Back-Up Bidder any entity whose good faith under section 363(m) of the Bankruptcy Code can reasonably be doubted and will be prepared to present the Court with sufficient evidence to allow the Court to find that the "good faith" standard of section 363(m) of the Bankruptcy Code has been satisfied.

agreement with a Successful Bidder will be the culmination of a competitive Auction process in which all parties will be represented by counsel and all negotiations will be conducted on an arm's-length, good-faith basis. ***Third,*** there is no indication of any "fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders," or similar conduct that would cause or permit the Sale Transaction to be avoided under section 363(n) of the Bankruptcy Code. *Abbotts Dairies of Pennsylvania*, 788 F.2d at 147 (citing *In re Rock Indus. Mach. Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978)). With respect to potential bidders, the Bidding Procedures are designed to ensure that no party is able to exert undue influence over the process. ***Finally***, any Bids that the Debtors ultimately determine to be Successful Bids will have been evaluated and approved by the Debtors in consultation with their advisors.

56. Accordingly, the Debtors believe that the Successful Bidder(s) arising from the Auction, if any, should be entitled to the full protections of section 363(m) of the Bankruptcy Code.

5. The Sale Transactions Should Be Approved "Free and Clear" Pursuant to Section 363(f) of the Bankruptcy Code.

57. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

58. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Debtors' sale of the assets free and clear of all interests (*i.e.*, all liens, claims, rights, interests, pledges,

obligations, restrictions, limitations, charges, or encumbrances), except with respect to any interests that may constitute an assumed liability under the applicable purchase agreement. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.").

59. The Debtors submit that any interest that will not be an assumed liability satisfies or will satisfy at least one of the five conditions of section 363(f) of the Bankruptcy Code, and that any such interest will be adequately protected by either being paid in full at the time of closing, or by having it attach to the net proceeds of the Sale Transactions, subject to any claims and defenses the Debtors may possess with respect thereto. The Debtors accordingly request authority to convey the Assets to the Successful Bidder(s) arising from the Auction, if any, free and clear of all liens, claims, rights, interests, pledges, obligations, restrictions, limitations, charges, or encumbrances, with any such liens, claims, rights, interests, pledges, obligations, restrictions, limitations, charges, or encumbrances to attach to the proceeds of the Sale Transactions.

6. Credit Bidding Should Be Authorized Under Section 363(k) of the Bankruptcy Code.

60. A secured creditor is allowed to "credit bid" the amount of its claim in a sale. Section 363(k) of the Bankruptcy Code provides, in relevant part, that unless the court for cause orders otherwise, the holder of a claim secured by property that is the subject of the sale "may bid at such sale, and, if the holder of such claim purchases such property, such holder may offset such claim against the purchase price of such property." 11 U.S.C. § 363(k). Even if a secured creditor is undersecured as determined in accordance with section 506(a) of the Bankruptcy Code, section 363(k) of the Bankruptcy Code allows such secured creditor to bid the total face value of its claim and does not limit the credit bid to the claim's economic value. *See In re Submicron Sys. Corp.*, 432 F.3d 448, 459-60 (3d Cir. 2006) (explaining that "[i]t is well settled among district

court and bankruptcy courts that creditors can bid the full face value of their secured claims under § 363(k)").

61. In this district, absent cause for restricting credit bidding, courts have consistently ruled in favor of reserving a secured creditor's right to credit bid its claim. *See, e.g.*, *In re Liberated Brands LLC*, No. 25-10168 (JKS) (Bankr. D. Del. Mar. 5, 2025) (order approving bid procedures which authorized parties with secured claims to credit bid); *In re Joann Inc.*, No 25-10068 (CTG) (Bankr. D. Del. Feb. 16, 2025) (same) *In re Am. Tire Distribs., Inc.*, No. 24-12391 (CTG) (Bankr. D. Del. Nov. 26, 2024) (same); *In re Tupperware Brands Corp.*, No. 24-12156 (BLS) (Bankr. D. Del. Oct. 23, 2024) (same); *In re SunPower Corp.*, No. 24-11649 (CTG) (Bankr. D. Del. Aug. 29, 2024) (same).[6]

62. Accordingly, the Debtors' prepetition secured lenders should be entitled to Credit Bid some or all of the claims secured by their collateral pursuant to section 363(k) of the Bankruptcy Code.

7. The Assumption and Assignment of Contracts Reflects the Debtors' Reasonable Business Judgment.

63. To facilitate and effectuate the sale of the Assets, the Debtors seek authority to assign or transfer executory contracts to the Successful Bidder(s) arising from the Auction, if any, to the extent required by such bidders.

64. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign their executory contracts and unexpired leases, subject to the approval of the court; *provided* that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. The Debtors' decision to assume or reject an executory contract or

[6] Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors' proposed counsel.

unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g.*, *Grp. of Inst'l Invrs. v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying Bankr. Act section 77(b), predecessor to Bankruptcy Code section 365, and rejecting test of whether executory contract was burdensome in favor of whether rejection is within debtor's business judgment); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's business judgment as "'breathing space' afforded [to] the debtor to consider whether to reject or assume executory contracts under the [Bankruptcy] Code.") (citation omitted); *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006) ("The propriety of a decision to reject an executory contract is governed by the business judgment standard"); *In re Network Access Sols., Corp.*, 330 B.R. 67, 75 (Bankr. D. Del. 2005) ("The standard for approving the assumption of an executory contract is the business judgment rule.").

65. Here, the Court should approve the decision to assume and assign the Assigned Contracts in connection with the Sale Transactions as a sound exercise of the Debtors' business judgment. First, the Assigned Contracts may be necessary to operate certain assets and, as such, they are essential to inducing the best offer for those assets. Second, it is unlikely that any purchaser would want to acquire certain assets unless a significant number of the contracts and leases needed to operate such assets, if applicable, are included in the transaction.

66. Accordingly, the Debtors submit that the assumption and assignment of the Assigned Contracts by way of the Assumption and Assignment Procedures should be approved as an exercise of the Debtors' business judgment.

8. Defaults Under the Assigned Contracts Will Be Cured Through the Sale Transactions.

67. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract is in the best interest of its estate, courts must then evaluate whether the assumption meets the requirements of section 365(b) of the Bankruptcy Code, specifically that a debtor (a) cure, or provide adequate assurance of promptly curing, prepetition defaults in the executory contract, (b) compensate parties for pecuniary losses arising therefrom, and (c) provide adequate assurance of future performance thereunder. This section "attempts to strike a balance between two sometimes competing interests, the right of the contracting nondebtor to get the performance it bargained for and the right of the debtor's creditors to get the benefit of the debtor's bargain." *In re Luce Indus., Inc.*, 8 B.R. 100, 107 (Bankr. S.D.N.Y. 1980).

68. The Debtors submit that the statutory requirements of section 365(b)(1)(A) of the Bankruptcy Code will be promptly satisfied in connection with the proposed assignment process. Because the Assumption and Assignment Procedures provide a clear process by which to resolve disputes over cure amounts or other defaults, the Debtors are confident that if defaults exist that must be cured, such cure will be achieved fairly, efficiently, and properly, consistent with the Bankruptcy Code and with due respect to the rights of non-debtor parties.

9. Non-Debtor Parties Will Be Adequately Assured of Future Performance.

69. Similarly, the Debtors submit that the third requirement of section 365(b) of the Bankruptcy Code—adequate assurance of future performance—is also satisfied given the facts and circumstances present here. "The phrase 'adequate assurance of future performance' was adopted from Uniform Commercial Code section 2-609" and is "to be given a practical, pragmatic construction" based upon the facts and circumstances of each case. *In the Matter of U.L. Radio Corp.*, 19 B.R. 537, 542 (Bankr. S.D.N.Y. 1982). Although no single solution will satisfy every

case, the degree of assurance necessary "falls short of an absolute guaranty." *In re Decora Indus., Inc.*, No. 00-4459 (JJF), 2002 WL 32332749, at *8 (D. Del. May 20, 2002) (citing *In re Prime Motor Inns, Inc.*, 166 B.R. 993, 997 (Bankr. S.D. Fla. 1994)). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *See Dura Auto.*, 2007 WL 7728109, at *97 (finding adequate assurance of future performance present where a prospective assignee has financial resources and has expressed a willingness to devote sufficient funding to a business to give it a strong likelihood of succeeding); *In re Bygaph, Inc.*, 56 B.R. 596, 605−06 (Bankr. S.D.N.Y. 1986) (same).

70. The Debtors believe that they can and will demonstrate that the requirements for assumption and assignment of the Assigned Contracts to the Successful Bidder(s) arising from the Auction, if any, will be satisfied. As required by the Bidding Procedures, the Debtors will evaluate the financial wherewithal of potential bidders before designating such party a Qualified Bidder (*e.g.*, financial credibility, willingness, and ability of the interested party to perform under the Assigned Contracts) and will demonstrate such financial wherewithal, willingness, and ability to perform under the Assigned Contracts assigned to the Successful Bidder(s) arising from the Auction. Further, the Assumption and Assignment Procedures provide the Court and other interested parties ample opportunity to evaluate and, if necessary, challenge the ability of the Successful Bidder(s) arising from the Auction to provide adequate assurance of future performance and object to the assumption of the Assigned Contracts or proposed cure amounts. The Court therefore should have a sufficient basis to authorize the Debtors to reject or assume and assign the Assigned Contracts.

E. Relief Under Bankruptcy Rules 6004(h) and 6006(d) Is Appropriate.

71. Bankruptcy Rule 6004(h) provides that "[u]nless the court orders otherwise, an order authorizing the use, sale, or lease of property . . . is stayed for 14 days after the order is entered." Additionally, Bankruptcy Rule 6006(d) provides that "[u]nless the court orders otherwise, an order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed for 14 days after the order is entered." The Debtors request that any sale order entered in connection with a Sale Transaction be effective immediately upon its entry by providing that the fourteen-day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

72. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the fourteen-day stay period, the leading treatise on bankruptcy suggests that the fourteen-day stay should be eliminated to allow a sale or other transaction to close immediately "where there has been no objection to procedure." 10 *Collier on Bankruptcy* ¶ 6004.11 (16th 2024). Furthermore, if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*

73. To best position the Debtors to maximize the value received for the Assets and to meet the milestones required to maintain access to cash collateral, the Debtors seek to close the Sale Transactions as soon as possible after the Sale Hearing. Accordingly, the Debtors hereby request that the Court waive the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

Reservation of Rights

74. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

Notice

75. The Debtors will provide notice of this Motion to the following parties or their respective counsel: (a) the Office of the United States Trustee for the District of Delaware; (b) the holders of the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to Eclipse, as ABL Agent and FILO Agent; (d) counsel to Wilmington Savings Fund Society, FSB, as Term Loan Agent; (e) counsel to the Consenting Stakeholders; (f) the office of

the attorney general for each of the states in which the Debtors operate; (g) the United States Attorney's Office for the District of Delaware; (h) the Internal Revenue Service; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors request entry of the Bidding Procedures Order, substantially in the form attached hereto as **Exhibit A**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: May 18, 2026
Wilmington, Delaware

/s/ Shella Borovinskaya

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Michael R. Nestor (DE Bar No. 3526)
Kara Hammond Coyle (DE Bar No. 4410)
Shella Borovinskaya (DE Bar No. 6758)
Kristin L. Cardoza (DE Bar No. 6871)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
sborovinskaya@ycst.com
kcardoza@ycst.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C.
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: matthew.fagen@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Brian J. Nakhaimousa (admitted *pro hac vice*)
830 Brickell Plaza
Miami, Florida 33131
Telephone: (305) 432-5600
Email: brian.nakhaimousa@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Hearing Date:** **June 11, 2026 at 2:00 p.m. (ET)**
	)	**Objection Deadline:** **June 1, 2026 at 4:00 p.m. (ET)**

NOTICE OF MOTION

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors") have filed the attached *Debtors' Motion for Entry of an Order (I)(A) Approving Bidding Procedures, (B) Authorizing the Debtors to Enter Into One or More Stalking Horse Purchase Agreements and Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "Motion").

PLEASE TAKE FURTHER NOTICE that any objections or responses to the relief requested in the Motion must be filed on or before **June 1, 2026, at 4:00 p.m. (prevailing Eastern Time)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, copies of any responses or objections to the Motion must be served upon the proposed 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, IF NECESSARY, WILL BE HELD ON **JUNE 11, 2026, AT 2:00 P.M.] (PREVAILING EASTERN TIME)**, BEFORE THE HONORABLE KAREN B. OWENS, CHIEF UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801.

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: May 18, 2026
Wilmington, Delaware

/s/ Shella Borovinskaya

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Michael R. Nestor (DE Bar No. 3526)
Kara Hammond Coyle (DE Bar No. 4410)
Shella Borovinskaya (DE Bar No. 6758)
Kristin L. Cardoza (DE Bar No. 6871)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
sborovinskaya@ycst.com
kcardoza@ycst.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C.
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: matthew.fagen@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Brian J. Nakhaimousa (admitted *pro hac vice*)
830 Brickell Plaza
Miami, Florida 33131
Telephone: (305) 432-5600
Email: brian.nakhaimousa@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Bidding Procedures Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No.**

ORDER (I)(A) APPROVING BIDDING PROCEDURES, (B) AUTHORIZING THE DEBTORS TO ENTER INTO ONE OR MORE STALKING HORSE PURCHASE AGREEMENTS AND PROVIDE BID PROTECTIONS, (C) SCHEDULING AN AUCTION AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (D) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, AND (E) SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (II) (A) APPROVING THE SALE OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) 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 (this "Order"), (a) authorizing and approving the bidding procedures attached hereto as **Exhibit 1** (the "Bidding Procedures"), (b) establishing certain related dates and deadlines, (c) authorizing, but not directing, the Debtors to enter into one or more Stalking Horse Purchase Agreements and provide certain Bid Protections to any such Stalking Horse Bidder, (d) approving the form and manner of notice of the Auction, if any, and

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

Sale Transaction attached hereto as **Exhibit 2** (the "Sale Notice"), (e) approving the form and manner of notice of the Successful Bidder(s) attached hereto as **Exhibit 3**, (f) approving the form and manner of notice of designation of a Stalking Horse Bidder attached hereto as **Exhibit 4** (the "Stalking Horse Notice"), (g) approving the Assumption and Assignment Procedures, including the notice of potential assumption and proposed cure amounts attached hereto as **Exhibit 5** (the "Cure Notice"), and (h) granting related relief, all as more fully set forth upon the Motion, the First Day Declaration, the Bremer Declaration; and the United States District Court for the District of Delaware (this "Court") having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; 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 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 that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other or further notice need or shall be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein, if any, at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of

the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY FOUND AND DETERMINED THAT**:[3]

1. Statutory and Legal Predicates. The statutory and legal predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 6007, 9007, and 9008, and Local Rules 2002-1, 6004-1, and 9013-1.

2. Sale Process. As detailed in the Bremer Declaration, the Debtors and their advisors have been engaging with a number of potentially interested parties to solicit and develop the highest and otherwise best offers for the Assets.

3. Bidding Procedures. The Debtors have articulated good and sufficient business reasons for this Court to approve the Bidding Procedures. The Bidding Procedures are fair, reasonable, and appropriate, and are designed to maximize the value of the proceeds of one or more sales (each a "Sale Transaction," and collectively, the "Sale Transactions") of the Debtors' Assets. The Bidding Procedures comply with the requirements of Local Rule 6004-1(c). The Bidding Procedures were negotiated in good faith and at arm's-length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Assets.

4. Stalking Horse Bidder. To the extent the Debtors select any Stalking Horse Bidder, any Bid Protections payable under any such Stalking Horse Purchase Agreement shall be deemed an actual and necessary cost of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code and treated as an allowed administrative expense

[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 following 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.

claim against the Debtors' estates pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code, and in each case, with the exception of any Stalking Horse Purchase Agreement authorized herein, solely as approved in an order approving any Stalking Horse Notice.

5. Sale Notice. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is reasonably calculated to provide interested parties with timely and proper notice of the Auction (if any) and any Sale Transactions, including, without limitation: (a) the date, time, and place of the Auction; (b) the Bidding Procedures; (c) the deadline for filing objections to the Sale Transaction and entry of an order approving any Sale Transactions; (d) the date, time, and place of the Sale Hearing; and (e) notice of the proposed assumption and assignment of Contracts (as defined herein) to the Successful Bidder(s), if any.

6. Assumption and Assignment Provisions. The Debtors have articulated good and sufficient business reasons for this Court to approve the assumption and assignment procedures set forth herein (the "Assumption and Assignment Procedures"), which are fair, reasonable, and appropriate. The Assumption and Assignment Procedures comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

7. Notice of Successful Bidder. The Notice of the Successful Bidder, substantially in the form attached hereto as **Exhibit 3**, is reasonably calculated to provide interested parties with timely and proper notice of any proposed Sale Transactions, including, without limitation: (a) the Successful Bidder(s), (b) the Back-Up Bidder(s), if applicable, (c) the key terms of the proposed Sale Transaction, and (d) the date, time, and place of the Sale Hearing (as defined herein).

8. Cure Notice. The Cure Notice, the form of which is attached hereto as **Exhibit 5**, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Assumption and Assignment Procedures, as well as any and all objection deadlines

related thereto, and no other or further notice shall be required for the Motion and the procedures described therein (including the Assumption and Assignment Procedures), except as expressly required herein.

9. Notice. Notice of the Motion, the proposed Bidding Procedures, the proposed Assignment and Assumption Procedures, and the Hearing was (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice under the circumstances, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and orders of this Court, and (iii) adequate and sufficient under the circumstances of the Debtors' chapter 11 cases, such that no other or further notice need or shall be required or provided except as set forth in the Bidding Procedures and the Assumption and Assignment Procedures. A reasonable opportunity to object and be heard regarding the relief granted herein has been afforded to all parties in interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10. The Motion is GRANTED as set forth herein.

11. All objections to the relief granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice.

A. The Bidding Procedures.

12. The Bidding Procedures attached hereto as **Exhibit 1** are hereby approved, are incorporated herein by reference, and shall govern the Bids and proceedings related to any Sale Transaction and any Auction in all respects. The procedures and requirements set forth in the Bidding Procedures, including those associated with submitting a Qualified Bid are fair, reasonable, and appropriate, and are designed to maximize recoveries for the benefit of the

Debtors' estates, creditors, and other parties in interests. The Debtors and their advisors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

13. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being this Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order.

14. Subject to this Order, the Bidding Procedures, and the consent and consultation rights in the RSA, the Debtors, in the exercise of their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, shall have the right to, in each case with respect to the Assets, (a) determine, subject to the consent rights in the Bidding Procedures and the RSA, which Qualified Bid is the highest or otherwise best offer for any or all of the Assets, (b) reject any Bid that the Debtors determine is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of the Debtors' estates and their creditors, and (c) impose such other terms and conditions upon Qualified Bidders as the Debtors determine to be in the best interests of the Debtors' estates in these chapter 11 cases.

15. Subject to this Order, the Bidding Procedures, and the consent and consultation rights in the RSA, the Debtors shall have the right, in their reasonable business judgment and in a manner consistent with their fiduciary duties and applicable law, to modify the Bidding Procedures, including to, among other things, (a) extend or waive deadlines or other terms and conditions set forth therein, (b) adopt new rules and procedures for conducting the bidding and the Auction process, (c) if applicable, provide reasonable accommodations to a Stalking Horse Bidder,

or (d) otherwise modify the Bidding Procedures to further promote competitive bidding for and maximizing the value of the Assets; *provided* that such extensions, waivers, new rules and procedures, accommodations, and modifications (except as are consented to or otherwise approved or permitted in accordance with the Bidding Procedures) (i) do not conflict with and are not inconsistent with this Order, the Bankruptcy Code or any order of this Court and (ii) are as promptly as practicable communicated to each Qualified Bidder or at the Auction (if any); *provided*, *further*, that the Debtors may not amend the Bidding Procedures or the bidding process to (i) reduce or otherwise modify their obligations to consult with any Consultation Party or alter any other rights of any Consultation Party without the consent of such Consultation Party or further order of the Court, (ii) reduce or otherwise modify their obligations to obtain consent from any Consultation Party pursuant to the Bidding Procedures, or (iii) impair the rights of any Qualified Bidder to make a Credit Bid.

16. If the Debtors determine not to conduct an Auction, then the Debtors shall file a notice with this Court of such determination within two (2) Business Days of making such determination.

17. The Debtors shall consult with the Consultation Parties in good faith regarding the Marketing Process and the Sale Transactions, including evaluation of any and all Bids, designation of any Stalking Horse Bidder, scheduling and operation of an Auction, and selection of a Successful Bid, as well as any modifications of the Bidding Procedures; *provided* that subject to the Bidding Procedures, any Consultation Party who submits a Bid, including a Credit Bid or a Stalking Horse Bid, shall immediately no longer be a Consultation Party, unless and until such party unequivocally revokes its Bid and waives its right to continue in the bidding process;

provided, *further*, that the Consenting Stakeholders shall be permitted to act as Consultation Parties notwithstanding their rights under the RSA to pursue a Recapitalization Transaction.

B. Stalking Horse Bids and Bid Protections.

18. The Debtors shall be authorized, but not obligated, in an exercise of their reasonable business judgment and with the consent of the Required Consenting Term Loan Lenders (a) to select one or more Qualified Bidders to act as Stalking Horse Bidders in connection with a Sale Transaction and enter into a Stalking Horse Purchase Agreement with such Stalking Horse Bidder; and (b) in connection with any Stalking Horse Purchase Agreement with a Stalking Horse Bidder, to agree to the Bid Protections; *provided* that the aggregate of the Breakup Fee and the total Expense Reimbursements shall in no event exceed three percent (3%) of the cash portion of the applicable Purchase Price.

19. Except to the extent of the Bid Protections provided to any Stalking Horse Bidder, no person or entity participating in the Debtors' sale process under the Bidding Procedures shall be entitled to any reimbursement of reasonable and documented post-petition expenses, break-up fees, "topping" fees, termination fees, or other fees, payments, or reimbursements whatsoever in connection with any Bid, preparation thereof, or participation at an Auction (if any) or generally under the Bidding Procedures; and, by submitting a Bid, such person or entity shall be deemed to have forever waived its right to request or to file with this Court any request for allowance or payment of any such expense reimbursement or fee(s), whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

20. Any deposit provided by a Stalking Horse Bidder or other Qualified Bidder (as required under the Bidding Procedures and/or any Stalking Horse Purchase Agreement) shall be held in escrow by the Debtors or their agent and shall not become property of the Debtors'

bankruptcy estates unless and until released from escrow to the Debtors pursuant to the terms of the Bidding Procedures, the applicable escrow agreement, or an order of this Court.

21. If the Debtors designate any Stalking Horse Bidder, the Debtors shall file a notice of designation of a Stalking Horse Bidder (the "Stalking Horse Notice") seeking approval of the same, providing no less than one (1) Business Day's notice of the deadline to object to the approval of the Stalking Horse Bid (including any proposed Bid Protections) to the Notice Parties with no other or further notice regarding the Stalking Horse Bidder, the Stalking Horse Bid, or the Bid Protections being required; *provided* that any Stalking Horse Notice will set forth the information required by Local Rule 6004-1(b)(iv) and the deadline to object to the Stalking Horse Bidder designation and the grant of any related Bid Protections.

22. Objections to the designation of a Stalking Horse Bidder or any of the terms of a Stalking Horse Bid (including any proposed Bid Protections for such Stalking Horse Bidder) (a "Stalking Horse Objection") shall (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, (c) state, with specificity, the legal and factual bases thereof and (d) be filed with this Court and served on the Notice Parties within three (3) Business Days after the service of the Stalking Horse Notice.

23. If a timely Stalking Horse Objection is filed, the Debtors will schedule a hearing regarding such Stalking Horse Objection as soon as reasonably practicable seeking approval of such Stalking Horse Bid and in accordance with this Order and the Bidding Procedures. If no timely Stalking Horse Objection is filed and served with respect to the Stalking Horse Bid, upon the expiration of the objection deadline, the Debtors will submit a proposed order under certification of counsel to this Court approving the Stalking Horse Bid (including the Stalking Horse Purchase Agreement and the Bid Protections), which this Court may enter without a hearing

and any further or other notice except as required herein or under the Bidding Procedures, including with respect to any Bid Protections set forth in the Stalking Horse Notice.

C. Important Dates and Deadlines.

24. The following dates and deadlines are hereby approved:

Sale Transaction Timeline

Date and Time (all times in prevailing Eastern Time)	**Event or Deadline**
As soon as reasonably practicable after the entry of this Bidding Procedures Order	Serve Cure Notice
Two (2) Business Days after the entry of this Bidding Procedures Order	Serve Sale Notice
June 26, 2026, at 5:00 p.m.	Bid Deadline
June 29, 2026, at 10:00 a.m.	Auction (if necessary)
As soon as reasonably practicable after the Auction	Notice of Successful Bidder
June 30, 2026, at 5:00 p.m.	Sale Transaction Objection Deadline
July 8, 2026, at 5:00 p.m.	Cure Notice Objection Deadline
July 30, 2026, at [●] a.m. (subject to Court availability)	Sale Hearing

25. The deadline by which Bids must be ***actually received*** by the Debtors and their advisors (as set forth in the Bidding Procedures) for the Sale Transactions is **June 26, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Bid Deadline").

26. Each Qualified Bidder participating in the Auction (if any) shall be required to confirm that it has not engaged in any collusion with respect to any bidding (including preparing or submitting its Bid(s)) or the Sale Transactions, as set forth in the Bidding Procedures; and an Auction (if any) shall be transcribed or otherwise recorded.

27. If an Auction is needed and held for a Sale Transaction, such Auction shall commence on or after **June 29, 2026, at 10:00 a.m. (prevailing Eastern Time)**, unless otherwise rescheduled by the Debtors (with prior notice to the applicable Qualified Bidders). Any Auction held will be conducted via remote video or in-person at the Debtors' election. The Debtors shall provide Qualified Bidders with notice of the date, time, and place of the applicable Auction (if any) no later than two (2) Business Days before such Auction. As set forth more fully in the Bidding Procedures, only Qualified Bidders shall be entitled to bid for the Assets at the applicable Auction (if any).

28. The Debtors shall file with the Court the Notice of Successful Bidder, identifying the identity of any Successful Bidder, the amount of the Successful Bid and, if such Successful Bidder is a credit bidder, what portion of its bid is a credit bid and what portion (if any) is cash, as soon as reasonably practicable after the Auction. If the Successful Bidder is a special purpose entity, the notice shall also identify the entity or entities that are its primary equity holders, or otherwise control, the special purpose entity.

29. All general objections to the Sale Transactions ("Sale Objections") must be made on or before **June 30, 2026, at 5:00 p.m. (prevailing Eastern Time)** (the "Sale Transaction Objection Deadline"). All Sale Objections must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the Sale Objection and the specific grounds therefor; and (d) be filed with this Court and served so as to be ***actually received*** by the following parties (the "Notice Parties") no later than the Sale Transaction Objection Deadline:

Proposed Co-Counsel to the Debtors	**Proposed Co-Counsel to the Debtors**
Kirkland & Ellis LLP 601 Lexington Ave New York, New York 10022 Joshua A. Sussberg, P.C.	Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801

Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com) Kirkland & Ellis LLP 830 Brickell Plaza Miami, Florida 33131 Brian Nakhaimousa (brian.nakhaimousa@kirkland.com) Trevor Eck (trevor.eck@kirkland.com)	Michael Nestor (mnestor@ycst.com) Kara Hammond Coyle (kcoyle@ycst.com) Shella Borovinskaya (sborovinskaya@ycst.com) Kristin L. Cardoza (kcardoza@ycst.com)
Counsel to the Consenting Stakeholders	**Office of the United States Trustee (Region 3)**
Otterbourg P.C. 230 Park Avenue New York, NY 10169 Nicholas Palazzolo (npalazzolo@otterbourg.com) Daniel F. Fiorillo (dfiorillo@otterbourg.com) Milbank LLP 55 Hudson Yards New York, NY US 10001 Matthew Brod (mbrod@milbank.com) Benjamin Schak (bschak@milbank.com)	The Office of the United States Trustee 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Linda Casey (linda.casey@usdoj.gov)

30. If any party fails to timely file with this Court and serve a Sale Objection by the applicable Sale Transaction Objection Deadline or otherwise abide by the procedures set forth in the Bidding Procedures regarding an objection to the Sale Transactions, such party shall be barred from asserting, at the Sale Hearing (as defined herein) or otherwise, any objection to the relief requested in the Motion or to the consummation and performance of the Sale Transactions, including the transfer of the Assets to the Successful Bidder(s) free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, and shall be deemed to "consent" to such Sale Transactions for purposes of section 363(f) of the Bankruptcy Code.

31. This Court will hold a hearing to consider approval of a sale of the Assets contemplated by each Successful Bid (or Back-Up Bid(s)). The hearing for the Sale Transactions will be held on **July 30, 2026, at [●] a.m. (prevailing Eastern Time)** (the "Sale Hearing"). The

Sale Hearing may be adjourned by announcement in a hearing agenda, open court, or on this Court's calendar without any further notice required.

D. Credit Bidding.

32. Any bidder holding a validly perfected security interest in any of the Assets (a "Secured Party," and collectively, the "Secured Parties") may credit bid all, or a portion of, such bidder's claims for its respective collateral in accordance with section 363(k) of the Bankruptcy Code (each such bid, a "Credit Bid") as a component of, or the entirety of, a Qualified Bid; *provided* that such Credit Bid complies with the terms of the Bidding Procedures.

33. Subject to each applicable intercreditor agreement and agreement among lenders, (a) any Credit Bid submitted by a Secured Party shall be deemed a Qualified Bid in all respects, (b) each of the Secured Parties or any person authorized to submit a bid on their behalf shall be deemed a Qualified Bidder, (c) such a person shall not be required to provide a Deposit, (d) such a person shall not be required to act as a Back-Up Bidder, (e) the Secured Parties shall be entitled to enter a Credit Bid for the full face value of their respective Claims, and (f) any such Credit Bid may, at the election of the applicable Secured Party, be implemented through a plan of reorganization. Any Credit Bid may be combined with, supplemented by, or replaced with, a cash Bid, and shall include a cash component sufficient to pay in full in cash all claims secured by a lien that is senior to the bidder's secured claim as well as projected distributions under the Plan and the Wind-Down Amount (as defined in the Plan).

E. Notice of Sale Transactions.

34. The Sale Notice, substantially in the form attached to this Order as **Exhibit 2**, is approved with respect to the Auction (if any) which may be held under the Bidding Procedures. Within two (2) Business Days of the entry of this Order, the Debtors shall cause the Sale Notice,

the Motion, this Order, and all of this Order's exhibits and schedules to be served upon parties in interest and posted on the Debtors' restructuring website at https://www.veritaglobal.net/westmarine (the "Case Website").

35. Within two (2) Business Days after entry of this Order or as soon as reasonably practicable thereafter, the Debtors shall place a publication version of the Sale Notice for one day in *The New York Times* (national edition), *The Wall Street Journal* (national edition), or another similar publication, and post it onto the Case Website. Such notice shall be deemed sufficient and proper notice of the Bidding Procedures, the Sale Transactions, and the Auction (if any) with respect to known interested parties and no other or further notice shall be required.

36. As soon as reasonably practicable after the Auction (if any) and in accordance with the Bidding Procedures, the Debtors will file on the docket the Notice of Successful Bidder substantially in the form attached to this Order as **Exhibit 3**.

F. Assumption and Assignment Procedures.

37. The Assumption and Assignment Procedures below are hereby approved in all respects and shall be the procedures by which the Debtors will notify any counterparties (the "Contract Counterparties") to executory contracts and unexpired leases with the Debtors (the "Contracts") of proposed cure amounts in the event the Debtors determine to assume and assign such Contracts in connection with the Sale Transactions. Within two (2) Business Days of the Auction (if any), to the extent the Debtors seek to assume and assign an executory contract and/or unexpired lease, the Debtors will provide via first class mail or email (to the extent email is reasonably known) information of all proposed forms of adequate assurance of future performance they have received from each Successful Bidder and Back-up Bidder, as applicable, to Contract Counterparties and their counsel, if known, and to the Consultation Parties. Requests

by contract or lease counterparties to receive adequate assurance information via e-mail may be made to Debtors' counsel at: matthew.fagen@kirkland.com, brian.nakhaimousa@kirkland.com, trevor.eck@kirkland.com, mnestor@ycst.com, kcoyle@ycst.com, sborovinskaya@ycst.com, and kcardoza@ycst.com.

38. Nothing in this Order shall be deemed to limit the Debtors' or the Successful Bidders' ability to negotiate partial assumption and/or assumption and assignment of Contracts with Contract Counterparties on a consensual basis.

a. **Cure Notice**. No later than fourteen (14) calendar days prior to any Cure Objection Deadline (as defined herein), the Debtors shall file with this Court and serve via first class mail or electronic mail, the Cure Notice, attached hereto as **Exhibit 5**, on the Contract Counterparties, and post the Cure Notice to the Case Website.

b. **Content of Cure Notice**. The Cure Notice shall notify the applicable Contract Counterparties that the Contracts may be subject to assumption and assignment in connection with the Sale Transactions, and contain the following information: (i) a list of the applicable Contracts that may be assumed or assumed and assigned in connection with the Sale Transactions (the "Assigned Contracts," and each individually, an "Assigned Contract"); (ii) the applicable Contract Counterparties; (iii) the Debtors' good faith estimates of the proposed amount necessary to cure all monetary defaults, if any, under each Assigned Contract (the "Cure Costs"); and (iv) the deadline by which any Contract Counterparty to an Assigned Contract must file an objection to the proposed assumption, assignment, cure, and/or adequate assurance and the procedures relating thereto (the "Cure Objection"); *provided* that service of a Cure Notice does not constitute an admission that such Assigned Contract is an executory contract or unexpired lease or that such Assigned Contract will be assumed at any point by the Debtors or assumed and assigned pursuant to any Successful Bid.

c. **Cure Objections**. Cure Objections, if any, to a Cure Notice must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the Cure Objection pertains to the proposed Cure Costs, state the cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; *provided* that the Debtors may modify the Cure Objection Deadline (as defined herein) by filing a notice of such modification on this Court's docket.

d. **Effects of Filing a Cure Objection**. A properly filed Cure Objection will reserve such objecting party's rights against the Debtors only with respect to the

assumption and assignment of the Assigned Contract at issue, and/or objection to the accompanying Cure Costs, as set forth in the Cure Objection, but will not constitute an objection to the remaining relief requested in the Sale Order.

e. **Dispute Resolution**. Any Cure Objection to the assumption or assumption and assignment of an Assigned Contract or Cure Costs that remains unresolved after the Sale Hearing shall be heard at such later date as may be agreed upon by the parties or fixed by this Court. To the extent that any Cure Objection cannot be resolved by the parties, such Contract shall be assumed and assigned only upon satisfactory resolution of the Cure Objection, to be determined in the Successful Bidder's reasonable discretion. To the extent a Cure Objection remains unresolved, the Contract may be conditionally assumed and assigned, subject to the consent of the Successful Bidder(s), pending a resolution of the Cure Objection after notice and a hearing. If a Cure Objection is not satisfactorily resolved, the Successful Bidder(s) may determine that such Contract should not be assumed and assigned, in which case the Successful Bidder(s) will not be responsible for any Cure Costs in respect of such contract. Notwithstanding the foregoing, if a Cure Objection relates solely to the Cure Costs (any such objection, a "Cure Dispute"), the applicable Assigned Contract may be assumed by the Debtors and assigned to the Successful Bidder(s) provided that the cure amount the Contract Counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the Contract Counterparty) is deposited in a segregated account by the Debtors pending this Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute.

f. **Supplemental Cure Notice**. If the Debtors discover Contracts inadvertently omitted from the Cure Notice or a Successful Bidder identifies other Contracts that it desires to assume or assume and assign in connection with the sale, the Debtors may, after consultation with such Successful Bidder, at any time before the closing of the sale, supplement the Cure Notice with previously omitted Contracts, or modify a previously filed Cure Notice, including by modifying the previously stated Cure Costs associated with any Contracts (the "Supplemental Cure Notice").

g. **Objection to the Supplemental Cure Notice**. Any Contract Counterparty listed on the Supplemental Cure Notice may file an objection (a "Supplemental Cure Objection") only if such objection is to the proposed assumption or assumption and assignment of the applicable Contracts or the proposed Cure Costs, if any, modified by the Supplemental Cure Notice. All Supplemental Cure Objections must: (i) state, with specificity, the legal and factual basis for the objection as well as what Cure Costs are required, if any; (ii) include appropriate documentation in support thereof; and (iii) be filed no later than 5:00 p.m. (prevailing Eastern Time) on the date that is fourteen (14) days following the date of service of such Supplemental Cure Notice, which date will be set forth in the Supplemental Cure Notice.

h. **Dispute Resolution of Supplemental Cure Objection**. If a Contract Counterparty files a Supplemental Cure Objection in a manner that is consistent with the

requirements set forth above, and the parties are unable to consensually resolve the dispute, the Debtors shall seek an expedited hearing before this Court to determine the Cure Costs, if any, and approve the assumption of the relevant Contracts. If there is no such objection, then the Debtors shall obtain an order of this Court fixing the Cure Costs and approving the assumption of any Contract listed on a Supplemental Cure Notice. Notwithstanding the foregoing, if a Supplemental Cure Objection relates solely to a Cure Dispute, the applicable Assigned Contract may be assumed by the Debtors and assigned to the Successful Bidder provided that the cure amount the Contract Counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the Contract Counterparty) is deposited in a segregated account by the Debtors pending this Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute.

G. Miscellaneous.

39. All persons and entities that participate in the Auction (if any) or bidding for any or all of the Assets under the Bidding Procedures shall be deemed to have knowingly and voluntarily (a) consented to the core jurisdiction of this Court to enter any order related to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Order, and (b) waived any right to a jury trial in connection with any disputes relating to the Bidding Procedures, the Auction, or any other relief requested in the Motion or granted in this Order.

40. This Order shall be binding on the Debtors and its successors and assigns, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

41. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

42. To the extent any provisions of this Order are inconsistent with the Motion, the terms of this Order shall control. To the extent any provisions of this Order are inconsistent with the Bidding Procedures, the terms of this Order shall control.

43. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief (including any payment made in accordance with this Order), nothing in this Order is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount

of, basis for, or validity of any particular claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; or (h) a waiver of the obligation of any party in interest to file a proof of claim.

44. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

45. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

46. The Debtors are authorized to make non-substantive changes to the Bidding Procedures, the Assumption and Assignment Procedures, and any related documents without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors.

47. The Debtors are authorized, in consultation with the Consultation Parties and, to the extent inconsistent with the milestones set forth in the RSA, with the consent of the Required Consenting Term Loan Lenders, to revise the dates set forth in the Bidding Procedures.

48. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

49. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Exhibit 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)

BIDDING PROCEDURES

On May 17, 2026 (the "Petition Date"), West Marine, Inc. and the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Court").

The Debtors filed these chapter 11 cases after entering into a RSA with certain of its FILO Lenders holding 100%% outstanding FILO Claims (collectively, the "Consenting FILO Lenders"), certain of its Term Loan Lenders holding 96.2% of outstanding Term Loan Claims (collectively, the "Consenting Term Loan Lenders," and together with the Consenting FILO Lenders, the "Consenting Lenders"), and certain Equity Holders holding 93.9% of outstanding Interests in West Marine (the "Consenting Equity Holders," and together with the Consenting Lenders, the "Consenting Stakeholders"). The RSA, and the transactions thereunder, contemplate that the Debtors will pursue a standalone recapitalization of the Debtors' balance sheet through (i) the equitization of Term Loan Claims in exchange for 100% of the equity interests in Reorganized West Marine, (ii) the payment in full of the ABL Claims or conversion into loans under the Exit ABL Facility, and (iii) the payment in full of the FILO Claims or conversion into loans under the Exit Term Loan Facility, each pursuant to the Plan; *provided* that the Debtors may continue their Marketing Process postpetition—on an expedited basis and pursuant to the RSA and these procedures (these "Bidding Procedures")—and toggle to pursuit of a sale of all or substantially all of the Debtors' assets (the "Assets") through one or more sales (each, a "Sale Transaction," and, collectively, the "Sale Transactions") to the extent the Debtors, with the consent of the Required Consenting Term Loan Lenders (as defined in the RSA), not to be unreasonably withheld to the extent that the net cash proceeds of a Successful Bid is higher than the aggregate amount of Prepetition ABL Claims, Prepetition FILO Claims, Term Loan Claims, other projected distributions on Claims under the Plan, and the Wind-Down Amount (each as defined in the Plan). Accordingly, the Recapitalization Transaction serves as a baseline restructuring proposal.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

On [●], 2026, the Court entered the *Order (I)(A) Approving Bidding Procedures, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Purchase Agreements and Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Bidding Procedures Order"),[2] by which the Court approved these Bidding Procedures, which set forth the process by which the Debtors are authorized to solicit Bids for a Sale Transaction and, if necessary, conduct one or more auctions (for all purposes if held, each an "Auction," and collectively, the "Auctions").

The ability of the Debtors to undertake and consummate any Sale Transaction shall be subject to competitive bidding as set forth in these Bidding Procedures, consent rights under the RSA, and approval of any Sale Transaction by the Court.

Copies of the Bidding Procedures Order or any other documents in the Debtors' chapter 11 cases are available upon request to Kurtzman Carson Consultants, LLC dba Verita Global by calling (866) 967-1786 (toll free) or +1 (310) 751-2686 (international) or by visiting the Debtors' restructuring website at https://www.veritaglobal.net/westmarine.

1. **ASSETS TO BE AUCTIONED.**

The Debtors seek the highest or otherwise best offer(s) for the purchase of some or all of the Assets.

2. **KEY DATES AND DEADLINES.**

The following table sets forth key dates and deadlines with respect to these Bidding Procedures:

Date and Time (all times in prevailing Eastern Time)	**Event or Deadline**
As soon as reasonably practicable after the entry of the Bidding Procedures Order	Serve Cure Notice
Two (2) Business Days after the entry of the Bidding Procedures Order	Serve Sale Notice
June 26, 2026, at 5:00 p.m.	Bid Deadline
June 29, 2026, at 10:00 a.m.	Auction (if necessary)

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, the First Day Declaration, or the Plan, as applicable.

Date and Time (all times in prevailing Eastern Time)	**Event or Deadline**
As soon as reasonably practicable after the Auction	Notice of Successful Bidder
June 30, 2026, at 5:00 p.m.	Sale Transaction Objection Deadline
July 8, 2026, at 5:00 p.m.	Cure Notice Objection Deadline
July 29, 2026, at [●] a.m. (subject to Court availability)	Sale Hearing

3. **SUBMISSIONS TO THE DEBTORS; CONSULTATION PARTIES.**

All submissions to the Debtors required or permitted to be made under these Bidding Procedures must be directed to each of the following persons or entities unless otherwise provided:

- Debtors: West Marine, Inc., 1 East Broward Blvd., Suite 200, Fort Lauderdale, Florida 33301, Attn.: Paulee Day, Chief Executive Officer.

- Debtors' Proposed Counsel: (i) Kirkland & Ellis LLP ("Kirkland"), 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Kirkland, 333 West Wolf Point Plaza, Chicago, Illinois 60654 Attn.: Steve Toth (steve.toth@kirkland.com), and Kirkland, 830 Brickell Plaza, Miami, Florida 33131, Attn.: Brian Nakhaimousa (brian.nakhaimousa@kirkland.com) and Trevor Eck (trevor.eck@kirkland.com); (ii) Young Conaway Stargatt & Taylor, LLP ("YCST"), 1000 North King Street, Wilmington, Delaware 19801 Attn.: Michael Nestor (mnestor@ycst.com), Kara Hammond Coyle (kcoyle@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), and Kristin L. Cardoza (kcardoza@ycst.com).

- Debtors' Proposed Restructuring Advisor: FTI Consulting, Inc. ("FTI"), 155 North Wacker Drive, Suite 2600, Chicago, IL 60606 Attn.: Tim Schleeter (tim.schleeter@fticonsulting.com) and Amir Agam (amir.agam@fticonsulting.com).

- Debtors' Proposed Investment Banker: Triple P Securities, LLC ("Portage Point"), 640 5th Ave 10th Floor, New York, NY 10019 Attn.: Steven Bremer (sbremer@pppllc.com) and Stephen Golmont (sgolmont@pppllc.com).

The term "Debtors' Advisors" as used in these Bidding Procedures shall mean (i) Kirkland, (ii) YCST, (iii) FTI, and (iv) Portage Point.

"Consultation Parties" means (A) the Consenting Stakeholders, (B) the Prepetition ABL Agent, and (C) any statutory committee appointed in these cases (the "Committee"); *provided* that any Consultation Party, including any member of the Committee, who submits a Bid (as defined below), including a Credit Bid (as defined below) or a Stalking Horse Bid (as defined below), for any Assets in connection with these Bidding Procedures, or is a participant in any active Bid with

respect to any Assets, shall immediately no longer be a Consultation Party unless and until such party unequivocally revokes its Bid and waives its right to continue in the bidding process; *provided* that the Consenting Stakeholders shall be permitted to act as Consultation Parties notwithstanding their rights under the RSA to pursue a Recapitalization Transaction. Materials and information provided by the Debtors or their advisors to the advisors of any Consultation Party may be shared with such Consultation Party, subject in all respects to these Bidding Procedures, the Bidding Procedures Order, and the respective Confidentiality Agreement entered into, by, and among or otherwise agreed to between each such Consultation Party and the Debtors.

Subject to the terms herein, the Debtors shall consult with the Consultation Parties in good faith regarding the Marketing Process for the Assets and each Sale Transaction, including evaluation of any and all Bids, designation of any Stalking Horse Bidder, scheduling and operation of the Auctions (if applicable), selection of Successful Bids, negotiation of purchase agreements, and any modifications of these Bidding Procedures. The Debtors shall make a determination to pursue a Sale Transaction and shall determine the Successful Bids and Back-Up Bids only with the consent of the Required Consenting Term Loan Lenders as set forth in the RSA. The Debtors will provide the Consultation Parties with reasonably prompt updates regarding material developments with respect to the Marketing Process.

The Debtors, with the consent of the Required Consenting Term Loan Lenders, not to be unreasonably withheld to the extent the net cash proceeds of a Successful Bid is higher than the aggregate amount of Prepetition ABL Claims, Prepetition FILO Claims, Term Loan Claims, other projected distributions on Claims under the Plan, and the Wind-Down Amount, each as defined in the Plan, shall determine that pursuit of a higher or otherwise best Sale Transaction proposal(s) is in the best interests of the Company Parties and their stakeholders, in which case such proposal shall constitute the Successful Bid and the Back-Up Bid, as applicable.

4. PUBLIC ANNOUNCEMENT OF AUCTION.

Within two (2) Business Days after entry of the Bidding Procedures Order or as soon as practicable thereafter, the Debtors shall (a) cause a notice of the Auction, the Bidding Procedures Order, and these Bidding Procedures, substantially in the form attached to the Bidding Procedures Order as Exhibit 2 (the "Auction Notice") to be served on the parties that received notice of the Motion, (b) post the Auction Notice on the website of the proposed claims and noticing agent at https://www.veritaglobal.net/westmarine, and (c) publish the Auction Notice, with any modifications necessary for ease of publication, on one occasion in *The New York Times* (National Edition), *The Wall Street Journal* (National Edition), or another similar publication to provide notice to any other potential interested parties. The Auction Notice shall include a general description of the contents of the Assets.

5. PARTICIPATION REQUIREMENTS & DUE DILIGENCE.

To participate in the bidding process and receive due diligence, including full access to the Debtors' electronic data room and additional non-public information regarding the Debtors, a party interested in consummating a transaction (each a "Potential Bidder") must deliver (or have previously delivered) to the Debtors' Advisors the following preliminary documentation (collectively, the "Preliminary Documents"):

- an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors;

- a statement that the Potential Bidder (a) has a bona fide interest in the purchase of or investment in some or all of the Assets and specifying what portion of the Assets the Potential Bidder wishes to acquire and (b) intends to access the Data Room (as defined below) for purposes consistent with these Bidding Procedures;

- sufficient information that the Potential Bidder has or can reasonably obtain the financial capacity to close a purchase of the portion of the Assets such Potential Bidder intends to acquire, the adequacy of which must be acceptable to the Debtors, in consultation with the Consultation Parties;

- a statement detailing whether the Potential Bidder is partnering with or otherwise working with any other interested party in connection with the potential submission of a joint Bid, the identity of any such party or parties, and a concise description of the nature of such partnership or joint Bid to the extent reasonably practicable; and

- any other information or documentation that the Debtors reasonably request.

The Debtors, in their reasonable business judgment, will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate Preliminary Documents so that such Potential Bidder may proceed to conduct further due diligence and submit a Bid (each an "Acceptable Bidder"). Further, in the event the Debtors deem that a Potential Bidder is not an Acceptable Bidder, the Debtors will promptly inform the Consultation Parties of such determination (and the reasons therefor).

The Debtors, with their advisors, have established an electronic data room (the "Data Room") that provides standard and customary diligence materials, intended to allow Acceptable Bidders the information needed to submit a Qualified Bid (as defined below). The Consultation Parties and their advisors will be given access to the Data Room.

Only Acceptable Bidders shall be eligible to receive due diligence materials, access to the Data Room, and additional non-public information regarding the Debtors. Subject to the other terms herein, the Debtors may provide to each Acceptable Bidder additional reasonable due diligence materials, as requested by such Acceptable Bidder in writing, as soon as reasonably practicable after such request. The due diligence period for any Stalking Horse Bidder will end upon the execution of the applicable Stalking Horse Purchase Agreement (as defined herein), unless otherwise agreed pursuant to the applicable Stalking Horse Purchase Agreement. For all Acceptable Bidders other than any Stalking Horse Bidder, the due diligence period will end on the applicable Bid Deadline. The Debtors may, in their reasonable business judgment and after consultation with the Consultation Parties, but shall have no obligation to, furnish any additional due diligence materials to any Acceptable Bidder following execution of a Stalking Horse Purchase Agreement or the applicable Bid Deadline, as applicable.

The Debtors shall not furnish any confidential information relating to the Assets, liabilities of the Debtors, or the Sale Transactions to any person except to a Consultation Party or an Acceptable Bidder or to such Acceptable Bidder's duly authorized representatives subject to the applicable Confidentiality Agreement. The Advisors shall coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, at such time and in the Debtors' reasonable business judgment and after consultation with the Consultation Parties, have not established, or who have raised doubt, that such Acceptable Bidder intends in good faith to, or has the capacity to, consummate a Sale Transaction.

Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets (a) to any person or entity who is not an Acceptable Bidder or Consultation Party or (b) if and to the extent doing so would (i) violate any law to which the Debtors are subject to, including any privacy law, (ii) result in the disclosure of any trade secrets of third parties in breach of any contract with such third party, (iii) violate any legally-binding obligation of any Debtor with respect to confidentiality, non-disclosure or privacy, or (iv) jeopardize protections afforded to any Debtor under the attorney-client privilege or the attorney work product doctrine; *provided* that, in case of each of clauses (i) through (iv), the Debtors shall use commercially reasonable efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, contract, obligation, or law and (y) provide such information in a manner without violating such privilege, doctrine, contract, obligation, or law.

The Debtors, in consultation with the Consultation Parties, also reserve the right to withhold any diligence materials that the Debtors determine are sensitive or otherwise not appropriate for disclosure, including to an Acceptable Bidder whom the Debtors determine in consultation with the Consultation Parties is a competitor of the Debtors, a potential competitor of the Debtors, or is affiliated with any competitor of the Debtors. Neither the Debtors nor their representatives shall be obligated to furnish information of any kind whatsoever to any person that is not an Acceptable Bidder or Consultation Party.

All due diligence requests directed to the Debtors must be directed to: Steven Bremer (sbremer@ppplc.com) and Stephen Golmont (sgolmont@ppplc.com).

Each Potential Bidder or Acceptable Bidder shall comply with all reasonable requests with respect to information and due diligence access by the Debtors or their advisors regarding such Potential Bidder or Acceptable Bidder, as applicable, and its contemplated Sale Transaction.

6. **BID REQUIREMENTS.**

Any proposal, solicitation, or offer to consummate a Sale Transaction (each, a "Bid") must be submitted in writing and must satisfy the following requirements (collectively, the "Bid Requirements"):

- **Proposed Sale Transaction**. Each Bid must clearly state (a) which Assets the Bidder seeks to purchase; and (b) if applicable, the liabilities and obligations to be

assumed, including any debt and cure costs to be assumed (the "Assumed Liabilities").

- **Good Faith Offer**. Each Bid must include a statement that the Bidder is making a bona fide offer to consummate a Sale Transaction.

- **Purchase Price**. Each Bid must (a) clearly state the specific purchase price to be paid, assuming a purchase of the applicable Assets and assumption of the Assumed Liabilities, if applicable, (the "Purchase Price"), (b) identify separately any cash and non-cash components (which non-cash components shall be limited to Credit Bids and Assumed Liabilities and may be valued by the Debtors in consultation with the Consultation Parties) of the Purchase Price in United States Dollars, and (c) indicate the allocation of the Purchase Price among the applicable Assets; *provided* that, for the avoidance of doubt, such allocation shall not prejudice the rights of a party in interest to contest such allocation. Any Bid for substantially all of the Assets must also include a statement as to whether the Bid is conditioned on purchasing all of the Assets or whether the Bid should be viewed as a separate Bid for one or more subsets of the Assets.

- **Deposit**. Each Bid must be accompanied by a cash deposit equal to ten percent (10%) of the applicable Purchase Price (the "Deposit"), to be held in one or more escrow accounts on terms acceptable to the Debtors; *provided*, *however*, that the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, may elect to waive or modify the requirement of a Deposit on a case-by-case basis. To the extent the Purchase Price of a Bid is increased, at any time or from time to time, whether prior to commencement of the applicable Auction or during the applicable Auction, the amount of the Deposit shall automatically increase accordingly (to be equal to 10% of any increased Purchase Price) and the corresponding Acceptable Bidder will pay into escrow the amount of such increase, as promptly as practicable, and in any event within one (1) Business Day, following such increase; *provided*, *however*, that the Debtors, in their reasonable business judgment and after consultation with the Consultation Parties, may elect to waive or modify the requirement of a Deposit increase on a case-by-case basis. Without limiting the foregoing, if a Purchase Price is increased in order to make a Bid into a Qualified Bid, the Debtors may condition participation of the applicable Acceptable Bidder at the applicable Auction on such Acceptable Bidder paying the then-full amount of the Deposit into escrow prior to commencement of the applicable Auction.

- **Transaction Documents**. Each Bid must include (a) an executed purchase agreement along with a version that is marked to reflect any amendments and modifications from the form purchase agreement provided by the Debtors or, to the extent applicable, a Stalking Horse Purchase Agreement; (b) a schedule of contracts and leases to be assumed and assigned to the extent applicable to the Bid (the "Assigned Contracts"), (c) a statement from the Acceptable Bidder specifying what, if any, other exhibits, schedules, and/or ancillary documents are integral to

such Bid or the Debtors' consideration thereof, and (d) any other material documents integral to such Bid.

- **Back-Up Bidder Commitment**. Each Bid must include a written commitment by the applicable Acceptable Bidder to serve as a Back-Up Bidder (as defined below) in the event that such Acceptable Bidder's Bid is not selected as the Successful Bid; *provided* that the foregoing shall not apply to any Acceptable Bidder that both (i) qualifies as a Secured Party (as defined herein) and (ii) submits a Bid that contemplates providing consideration pursuant to section 363(k) of the Bankruptcy Code.

- **Proof of Financial Ability to Perform**. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Sale Transaction set forth in its Bid with cash on hand, each Bid must include unconditional committed financing from a reputable financing institution, documented to the satisfaction of the Debtors in consultation with the Consultation Parties, that demonstrates that the Acceptable Bidder: (i) has received sufficient debt and/or equity funding commitments to satisfy the Acceptable Bidder's Purchase Price and other obligations under its Bid; and (ii) can provide adequate assurance of future performance in connection with the proposed Sale Transaction. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions reasonably acceptable to the Debtors, in consultation with the Consultation Parties. The Debtors will favor Bids that are fully backstopped by cash or equity commitments from credit-worthy parties that are enforceable by the Debtors.

- **Contingencies; No Financing or Diligence Outs**. Each Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence. Each Bid must detail with specificity each and every condition to consummation of such Bid, including any regulatory approvals and the timing, likelihood, and risks of obtaining any such approvals.

- **Identity**. Each Bid must fully disclose the identity of each entity that is and/or will be bidding or otherwise participating in connection with such Bid—including each equity holder or other financial backer of the Acceptable Bidder if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed Sale Transaction contemplated by such Bid—and the complete terms of any such participation. Each Bid must also fully disclose whether any current or former officer, director, or equity holder of the Debtors, or any entity affiliated with any current or former officer, director, or equity holder of the Debtors, will be bidding or otherwise participating in connection with such Bid, including any employment or compensation arrangements being negotiated or agreed to between the Qualified Bidder and any employee of the Debtors. Under no circumstances shall any undisclosed insiders, principals, equity holders, or financial backers of the Debtors be associated with any Bid. Each Bid should also include contact information for

the specific person(s) and counsel whom the Debtors (and their advisors) should contact regarding such Bid.

- **Authorization**. Each Bid must contain evidence acceptable to the Debtors that the Acceptable Bidder has obtained all necessary authorizations or approvals from its board of directors (or a comparable governing body) with respect to the submission of its Bid and the consummation of the Sale Transaction contemplated by such Bid.

- **Contracts and Leases**. Each Bid must (a) identify each and every Assigned Contract and (b) be accompanied by adequate assurance of future performance under all Assigned Contracts, which shall include audited and unaudited financial statements, tax returns, bank account statements, and a description of the business to be conducted at the premises, and such other documentation as the Debtors may request (the "Adequate Assurance Package"). The Adequate Assurance Package should be submitted in its own compiled PDF document.

- **As-Is, Where-Is**. Each Bid must include a written acknowledgement and representation that: (a) the Acceptable Bidder has had an opportunity to conduct any and all due diligence regarding the Sale Transaction prior to making its Bid; (b) the Acceptable Bidder has relied solely upon its own independent review, investigation, or inspection of any documents in making its Bid; (c) except as may be set forth in Definitive Sale Documents (as defined below) concerning such Bid, the Acceptable Bidder did not rely, is not relying, and will not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, by the Debtors or their advisors or other representatives regarding the Sale Transaction, the completeness of any information provided in connection therewith or the applicable Auction, if any, or otherwise; and (d) the Acceptable Bidder did not engage in any collusive conduct and acted in good faith in submitting its Bid.

- **No Break-Up Fee or Reimbursement of Expenses**. Each Bid, with the exception of a Stalking Horse Bid, must expressly state and acknowledge that such Acceptable Bidder shall not be entitled to, and shall not seek, any transaction break-up fee, termination fee, expense reimbursement, working fee, or similar type of payment; *provided* that the Debtors are authorized in their reasonable business judgment, in consultation with the Consultation Parties, subject to Section 9 of these Bidding Procedures, to offer Bid Protections to one or more Stalking Horse Bidders in accordance with these Bidding Procedures and the Bidding Procedures Order; *provided*, *further*, that each Bid must expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code or the payment of any broker fees or costs in connection with bidding for any portion of the Assets and/or otherwise participating in the applicable Auction or the sale process.

- **Employees & Transition Services**. Each Bid must (a) include a description of the Acceptable Bidder's intentions with respect to the Debtors' current management

team and other employees, and (b) state or otherwise estimate the types of transition services, if any, the Acceptable Bidder would require of and/or provide to the Debtors, including an estimate of the time any such transition services would be required of and/or provided to the Debtors, if the Acceptable Bidder's Bid were selected as the Successful Bid for the applicable Assets. The Acceptable Bidder shall be responsible for all of the Debtors' actual costs in connection with providing any such transition services.

- **Commitment to Close; Timing**. Each Bid must include (a) a commitment to close as soon as practicable, but in no event later than five (5) calendar days after entry of the Confirmation Order, and (b) the expected date of closing of a Sale Transaction. A Bid must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors.

- **Irrevocable Bid**. Each Bid must contain a statement by the applicable Acceptable Bidder acknowledging and agreeing that such Bid and each of its provisions is binding upon the Acceptable Bidder and irrevocable in all respects. **The submission of a Bid shall constitute a binding and irrevocable offer (A) for the Successful Bidder(s), until consummation of the proposed Sale Transaction, (B) for the Back-Up Bidder (if any), as provided in these Bidding Procedures, including Section 12 hereof, and (C) for any bidder other than the Successful Bidder(s) and Back-Up Bidder, until two (2) Business Days after entry of the Court's order approving the Successful Bid(s) and (if applicable) the Back-Up Bid for the applicable Assets (the "Sale Order"), and each Bid must include a written acknowledgment and representation to such effect.**

- **Compliance with Bidding Procedures**. Each Bid must contain a covenant that the applicable Acceptable Bidder will comply in all respects with the terms of these Bidding Procedures and the Bidding Procedures Order.

- **Combination Bids**. For Bids that contemplate a purchase of multiple categories of Assets, each Bid must specify: (a) allocation of the Purchase Price across the Assets; and (b) Bids must indicate whether the offer is on an "all or none" basis in the event that the Acceptable Bidder is outbid for certain Assets contemplated in the Bid.

- **Consent to Jurisdiction**. An Acceptable Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualifications of Bids, the Auctions, the Sale Transactions, and the construction and enforcement of these Bidding Procedures, any written indications of interest, the Preliminary Documents, the Bids, and any and all other agreements entered into in connection with any Sale Transaction.

By submitting a Bid, each Acceptable Bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of these Bidding Procedures and to refrain from

(A) submitting a Bid after conclusion of the applicable Auction (if any) or (B) seeking to reopen the applicable Auction (if any) once closed.

7. **BID DEADLINES.**

Any Bid must be transmitted via email (in .pdf or similar format) to the Debtors and their advisors (as specified in Section 3 hereof) so as to be **actually received by such parties** on or before **June 26, 2026, by 5:00 p.m. (prevailing Eastern Time**) (the "Bid Deadline").

The Debtors shall promptly provide the Consultation Parties copies of all Bids received by the Debtors within one (1) Business Day following the Bid Deadline.

8. **QUALIFIED BIDS & QUALIFIED BIDDERS.**

A Bid is a "Qualified Bid" if the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, determine that such Bid (A) satisfies the Bid Requirements set forth above; and (B) is reasonably likely to be consummated if selected as the Successful Bid (or Back-Up Bid, as applicable) for the applicable portion of the Assets; *provided* that any Stalking Horse Bid shall constitute and be deemed a Qualified Bid. For the avoidance of doubt, combination bids may constitute a Qualified Bid.

An Acceptable Bidder that submits a Qualified Bid is a "Qualified Bidder" with respect to the Assets to which such Qualified Bid relates; *provided* that any Stalking Horse Bidder shall constitute and be deemed a Qualified Bidder. For the avoidance of doubt, to the extent that any Secured Party submits a Credit Bid in accordance with Section 10 herein, such Bid shall be a Qualified Bid, and such Secured Party shall be a Qualified Bidder with respect to such Bid.

As soon as reasonably practicable after the applicable Bid Deadline, the Debtors will notify each Acceptable Bidder whether such party is a Qualified Bidder and shall provide the Consultation Parties' counsel with a copy of each Qualified Bid. If an Acceptable Bidder's Bid is determined not to be a Qualified Bid, the Debtors will refund such Acceptable Bidder's Deposit (if any) by the date that is five (5) Business Days after such determination.

Between the date that the Debtors notify an Acceptable Bidder that it is a Qualified Bidder and the date set for the applicable Auction, the Debtors may discuss, negotiate, or seek clarification of any Bid from an Acceptable Bidder. Without the prior written consent of the Debtors, following consultation with the Consultation Parties, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; *provided* that any Qualified Bid may be improved at the Auction (if any) as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Notwithstanding anything herein to the contrary, the Debtors, in consultation with the Consultation Parties, reserve the right to work with (A) Potential Bidders and Acceptable Bidders to aggregate two (2) or more Bids into a single consolidated Bid prior to the applicable Bid Deadline and (B) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auctions (if any). The Debtors, in consultation with the

Consultation Parties, reserve the right to cooperate with any Acceptable Bidder to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid and/or treat any deficient Bid as a Qualified Bid.

9. STALKING HORSE BIDDER(S).

The Debtors may, in an exercise of their reasonable business judgment and with the consent of the Required Consenting Term Loan Lenders (not to be unreasonably withheld) and in consultation with the Consultation Parties, (A) select one or more Acceptable Bidders to act as stalking horse bidders in connection with a Sale Transaction (each, a "Stalking Horse Bidder," and such Acceptable Bidder's Bid, a "Stalking Horse Bid") and enter into a purchase agreement with such Stalking Horse Bidder (each such agreement, a "Stalking Horse Purchase Agreement"); and (B) in connection with any Stalking Horse Purchase Agreement and in recognition of such Stalking Horse Bidder's expenditure of time, energy, and resources, the Debtors may, in consultation with the Consultation Parties, determine to, other than with respect to a Stalking Horse Bidder that is a Secured Party, (i) provide a breakup fee (the "Breakup Fee") and/or (ii) reimburse such Stalking Horse Bidder's reasonable and documented out-of-pocket fees and expenses (including attorney's fees and expenses) actually incurred in connection with preparation and negotiation of the Stalking Horse Purchase Agreement (the "Expense Reimbursement," and together with the Breakup Fee, the "Bid Protections"), subject to approval by the Court; *provided* that with respect to any Stalking Horse Purchase Agreement, the aggregate of the Breakup Fee and the total Expense Reimbursements shall in no event exceed three percent (3%) of the cash portion of the applicable Purchase Price and, for the avoidance of doubt, shall be junior in right of payment to the ABL 507(b) Claim and the Term Loan 507(b) Claim (each as defined in the Cash Collateral Orders). To the extent the Bid Protections do not otherwise comply with these Bidding Procedures, the Debtors reserve the right, in consultation with the Consultation Parties, to seek Court approval of such Bid Protections.

No later than one (1) Business Day after selecting a Stalking Horse Bidder, the Debtors shall file with the Court and serve a notice that (A) identifies the Stalking Horse Bidder and the material terms of the applicable Stalking Horse Bid, including the Purchase Price and the portion of the Assets to which such Stalking Horse Bid relates; and (B) attaches a copy of the corresponding Stalking Horse Purchase Agreement.

10. RIGHT TO CREDIT BID.

Subject to section 363(k) of the Bankruptcy Code, any Qualified Bidder that has a valid and perfected lien on any Assets of the Debtors' estates (a "Secured Party," and collectively, the "Secured Parties") shall be entitled to credit bid all or a portion of the face value of such Secured Party's claims against the Debtors toward the Purchase Price specified in such Qualified Bidder's Bid (a "Credit Bid"); *provided* that a Secured Party shall be entitled to Credit Bid its claim(s) only with respect to Assets that are subject to a valid and perfected lien in favor of such Secured Party as to such claim(s); *provided*, *further*, that a Credit Bid shall not constitute a Qualified Bid if the Credit Bid does not include a cash component sufficient to pay in full all claims for which there are valid, perfected, and unavoidable liens on any assets in such Bid that are senior in priority to those of the Secured Party seeking to Credit Bid.

Subject to each applicable intercreditor agreement and agreement among lenders, (a) any Credit Bid submitted by a Secured Party shall be deemed a Qualified Bid in all respects, (b) each of the Secured Parties or any person authorized to submit a bid on their behalf shall be deemed a Qualified Bidder, (c) such a person shall not be required to provide a Deposit, (d) such a person shall not be required to act as a Back-Up Bidder, (e) the Secured Parties shall be entitled to enter a Credit Bid for the full face value of their respective Claims, and (f) any such Credit Bid may, at the election of the applicable Secured Party, be implemented through a plan of reorganization.

For the avoidance of doubt, the rights and defenses of the Debtors and any other party in interest with respect to whether any assertion that any liens, claims, encumbrances, or interests, if any, will attach to the proceeds of the Sale Transactions are expressly preserved.

11. **AUCTIONS.**

If the Debtors receive multiple Qualified Bids with respect to the same Assets, and determine that each of such Qualified Bids represents a higher or otherwise better value than the value available through the Recapitalization Transaction, the Debtors may, in consultation with the Consultation Parties, conduct one or more auctions to determine the Successful Bidder(s) (or Back-Up Bidder, as applicable). In such event, the Debtors will (A) notify all Qualified Bidders of the highest or otherwise best Qualified Bid with respect to the applicable Assets as of the commencement of the Auction, as determined by the Debtors in their reasonable business judgment and in consultation with the Consultation Parties (each such Qualified Bid, a "Baseline Bid") and (B) provide copies of the documents setting forth the terms of the Baseline Bid(s) to all Qualified Bidders and the Consultation Parties, to the extent not previously provided to such parties, in each case, as soon as reasonably practicable after the Bid Deadline and in any event no later than prior to the commencement of the Auction. The Debtors' determination of which Qualified Bid constitutes the Baseline Bid shall consider any factors the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, deem relevant to the value of the Qualified Bid to the Debtors' estates.

If the Debtors, in consultation with the Consultation Parties, determine that they have received no Qualified Bids other than any Stalking Horse Bid, if any, or they have received only a single Qualified Bid for a particular portion of the Assets, then the Auction will not occur, and the Stalking Horse Bid or the Qualified Bid will be deemed to be the Successful Bid(s) for the Assets to which such Stalking Horse Bid(s) or Qualified Bid relates, so long as such Stalking Horse Bid(s) or Qualified Bid represents a higher or otherwise better value than the value available through the Recapitalization Transaction. If the Debtors make such a determination, the Debtors shall file a notice with the Court within two (2) Business Days of making such determination.

If the Debtors, in consultation with the Consultation Parties, determine that an Auction is necessary, the Auction will take place on or after **June 29, 2026**, at a time to be announced by the Debtors in consultation with the Consultation Parties, via remote video and/or in person at the Debtors' election, and shall be conducted in a timely fashion according to the procedures set forth below (the "Auction Procedures").

AUCTION PROCEDURES

(i) **The Debtors Shall Conduct the Auction; General Provisions**. The Debtors, with the assistance of their advisors, shall direct and preside over any Auction and shall consult with the Consultation Parties throughout the Auction process. At the commencement of any Auction, the Debtors, in consultation with the Consultation Parties, (1) may announce procedural and related rules governing the Auction, including time periods available to all Qualified Bidders to submit any successive Bid(s); and (2) shall describe the terms of the Baseline Bid. Only incremental Bids that comply with the terms set forth in Section 11(ii) of these Bidding Procedures shall be considered "Overbids." Overbids shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtors, in consultation with the Consultation Parties, shall determine in their reasonable business judgment whether an incremental Bid is an Overbid. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid (or Back-Up Bid, as applicable) (as defined below).

Only Qualified Bidders, the Debtors, the Consultation Parties, the U.S. Trustee, and each of their respective legal and financial advisors, and any other parties specifically invited or permitted to attend by the Debtors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction (remotely via videoconference or in person) and may speak or Bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors, in consultation with the Consultation Parties, only Qualified Bidders shall be entitled to Bid at the Auction.

The Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction.

The Debtors may, subject to Section 16 of these Bidding Procedures, announce at the Auction modified or additional procedures for conducting the Auction or otherwise modify these Bidding Procedures.

(ii) **Terms of Overbids**. Each Overbid must comply with the following terms:

(a) Minimum Overbid Increment. At the commencement of the initial solicitation of Overbids, the Debtors, in consultation with the Consultation Parties, shall announce the minimum increment by which any Overbid must exceed the applicable Baseline Bid, which shall be determined by the Debtors in their reasonable business judgment in consultation with the Consultation Parties. At the commencement of each subsequent round of solicitation of Overbids, the Debtors shall announce the minimum increment by which any Overbid must exceed the Prevailing Highest Bid

(as defined below) at such time. The Debtors may, in their reasonable business judgment and in consultation with the Consultation Parties, announce increases or reductions to the applicable minimum Overbid increment at any time during the Auction. Any Overbid made by a Stalking Horse Bidder shall be deemed to have been made in an amount equal to the Overbid plus, if applicable, the Expense Reimbursement and the Breakup Fee, to the extent provided in the applicable Stalking Horse Purchase Agreement.

(b) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline by which time any Overbids must be submitted to the Debtors (an "Overbid Round Deadline"); *provided* that the Debtors, in their reasonable business judgment and after consultation with the Consultation Parties, may extend any Overbid Round Deadline.

(c) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' reasonable business judgment and after consultation with the Consultation Parties, but shall otherwise comply with the terms of these Bidding Procedures.

(d) Announcing Highest Bid. Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors, in consultation with the Consultation Parties, have identified an Overbid as being higher or otherwise better than, in the initial Overbid round, the Baseline Bid or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all applicable Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to such Prevailing Highest Bid.

(iii) **Consideration of Overbids.** The Debtors reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to adjourn the Auction one or more times, to, among other things, (1) facilitate discussions between the Debtors and Qualified Bidders, (2) allow Qualified Bidders the opportunity to consider how they wish to proceed, and (3) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient and sufficiently unconditional financing commitments to consummate the proposed Sale Transaction at the prevailing Overbid amount.

(iv) **Closing the Auction**. The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their reasonable business judgment and

in consultation with the Consultation Parties, and with the consent of the Required Consenting Term Loan Lenders (not to be unreasonably withheld), to be the highest or otherwise best Qualified Bid for the applicable Assets. Such Qualified Bid shall be designated the "Successful Bid" (or Back-Up Bid, as applicable, and the Qualified Bidder who submitted the Successful Bid, the "Successful Bidder") with respect to its proposed Assets, at which time the Auction with respect to such Assets shall be closed; *provided* that (1) such Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid; and (2) the Debtors' designation of a Qualified Bid as a Successful Bid (or Back-Up Bid, as applicable) shall be subject to and conditioned on finalization of definitive documentation and the Court's approval of such Successful Bid (or Back-Up Bid, as applicable), applicable regulatory and third-party approvals, and the consummation of the Sale Transaction contemplated thereby. As soon as reasonably practicable after the designation of a Successful Bid (or Back-Up Bid, as applicable), the Debtors, in consultation with the Consultation Parties, shall finalize definitive documentation to implement the terms of such Successful Bid (or Back-Up Bid, as applicable), and cause such definitive documentation to be filed with the Court.

(v) **No Collusion; Good Faith Offer**. Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (1) such Qualified Bidder has not engaged in any collusion with respect to the bidding process, (2) such Qualified Bidder's Qualified Bid is a good faith and irrevocable offer and such Qualified Bidder intends to consummate the Sale Transaction contemplated by its Qualified Bid if such Qualified Bid is the Successful Bid (or Back-Up Bid, as applicable) with respect to the applicable Assets, and (3) such Qualified Bidder will serve as a Back-Up Bidder.

(vi) **Rejection of Bids**. The Debtors, in their reasonable business judgment, in consultation with the Consultation Parties with respect to clauses (1) and (2) of this Section 11(vi), may reject, at any time before entry of an order of the Court approving a Successful Bid (or Back-Up Bid, as applicable), any Bid that the Debtors determine, after consultation with the Consultation Parties, is (1) inadequate or insufficient, (2) not in conformity with the requirements of the Bankruptcy Code and/or these Bidding Procedures, or (3) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders.

12. **DESIGNATION OF A BACK-UP BIDDER.**

If for any reason the Successful Bidder fails to consummate the Qualified Bid within the time permitted after the entry of the Sale Order approving the Sale Transaction to the Successful Bidder, then the Qualified Bidder or Qualified Bidders with the next highest or otherwise second-best Bid (each, a "Back-Up Bidder"), as determined by the Debtors, after consultation with the Consultation Parties, at the conclusion of the Auction and announced at that time to all the Qualified Bidders participating therein and as set forth in the Sale Order, will automatically be deemed to have submitted the highest or otherwise best Bid or Bids (each, a "Back-Up Bid"), and the Debtors will be authorized, but not required, to consummate the transaction pursuant to the

Back-Up Bid as soon as is commercially reasonable without further order of the Bankruptcy Court upon at least twenty-four (24) hours advance notice, which notice will be filed with the Court; *provided* that the foregoing shall not apply to any Acceptable Bidder that both (a) qualifies as a Secured Party and (b) submits a Bid that contemplates providing consideration pursuant to section 363(k) of the Bankruptcy Code.

Upon designation of the Back-Up Bidder at the Auction, the Back-Up Bid must remain open and irrevocable notwithstanding any outside date set forth in such Back-Up Bidder's proposed purchase agreement until the earlier of (1) the closing of the transactions contemplated by the Successful Bid and (2) the date that is forty-five (45) days following the conclusion of the Auction.

13. **FIDUCIARY OUT.**

Notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Court, nothing in these Bidding Procedures or the Bidding Procedures Order shall require any Debtor or its board of directors, board of managers, or similar governing body to take any action or to refrain from taking any action with respect to any Sale Transaction or these Bidding Procedures solely to the extent such Debtor or governing body determines in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law; *provided* that (a) the Debtors shall notify counsel to the Consultation Parties of any such determination within twenty-four hours following such determination, (b) such determination shall not impede any Consenting Stakeholder's right to terminate the RSA, and (c) each Consultation Party reserves its right to challenge any action taken (or omitted to take) pursuant to this Section 13.

Further, notwithstanding anything to the contrary in these Bidding Procedures or any document filed with or entered by the Court, until the entry of the Sale Order, the Debtors and their respective directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (A) consider, respond to, and facilitate alternate proposals for sales or other transactions involving any or all of the Assets (each, an "Alternate Proposal"); (B) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (C) maintain or continue discussions or negotiations with respect to Alternate Proposals; (D) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiations of Alternate Proposals; and (E) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposal.

14. **"AS IS, WHERE IS."**

Consummation of any Sale Transaction will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted and agreed to by the Debtors in the executed definitive written documentation for the Sale Transaction (the "Definitive Sale Documents"). Unless otherwise specifically accepted and agreed to by the Debtors in Definitive Sale Documents, all of the Debtors' right, title, and interest in and to the Assets disposed of in a Sale Transaction will be

transferred to the Successful Bidder (or Back-Up Bidder, as applicable) free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and other interests in accordance with sections 363(f) of the Bankruptcy Code, with such interests to attach to the proceeds of the sale of the applicable Assets with the same validity and priority as such interests were held in or against the applicable Assets prior to the sale in accordance with the Bankruptcy Code, applicable non-bankruptcy law and any prior orders of the Court.

By submitting a Bid, each bidder will be deemed to acknowledge and represent that it (A) has had an opportunity to conduct adequate due diligence regarding the Debtors and the proposed Sale Transaction prior to making its Bid, (B) has relied solely on its own independent review, investigation, and inspection of any document, including executory contracts and unexpired leases, in making its Bid, and (C) has not relied, is not relying, and will not rely on any information received from any person or entity (including any of the Debtors or their advisors or other representatives) or any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, with respect to the Sale Transaction or the completeness of any information provided in connection with the Sale Transaction or the Auction (if any), except as may be set forth in Definitive Sale Documents.

15. COMMISSIONS.

The Debtors shall be under no obligation to pay any commissions, fees, or expenses to any Potential Bidder's or Acceptable Bidder's agent, advisor, or broker. All commissions, fees, or expenses for any such agents, advisors, or brokers shall be paid by the applicable Potential Bidder or Acceptable Bidder at such Potential Bidder's or Acceptable Bidder's discretion. In no case shall any commissions, fees, or expenses for any Potential Bidder's or Acceptable Bidder's agent, advisor, or broker be deducted from any proceeds derived from any Sale Transaction. This Section 15 shall not apply to any Bid Protections that become payable pursuant to the terms of a Stalking Horse Purchase Agreement.

16. RESERVATION OF RIGHTS.

The Debtors may, in consultation with the Consultation Parties, be entitled to modify these Bidding Procedures in their reasonable business judgment in consultation with the Consultation Parties in any manner that will best promote the goals of these Bidding Procedures, or impose, at or prior to the Auction (if any), additional customary terms and conditions on a Sale Transaction, including: (A) extending the deadlines set forth in these Bidding Procedures; (B) adjourning the Auction at the Auction; (C) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if any); (D) canceling the Auction; and (E) rejecting any or all Bids or Qualified Bids; *provided* that the Debtors may not amend these Bidding Procedures or the bidding process to (i) reduce or otherwise modify their obligations to consult with any Consultation Party or alter any other rights of any Consultation Party without the consent of such Consultation Party or further order of the Court, (ii) reduce or otherwise modify their obligations to obtain consent from any Consultation Party pursuant to these Bidding Procedures; or (iii) impair the rights of any Qualified Bidder to make a Credit Bid.

Each reference in these Bidding Procedures and the Bidding Procedures Order to "consultation" (or similar phrase) with the Consultation Parties shall mean consultation in good faith.

17. **CONSENT TO JURISDICTION.**

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of these Bidding Procedures.

18. **SALE HEARINGS.**

In the event a Successful Bid for the Assets is selected, the Court shall hold a hearing to consider approval of the Successful Bid(s) (and Back-Up Bid(s), as applicable) and the Sale Transactions contemplated thereby (the "Sale Hearing"). **The Sale Hearing (if any) shall be held on July 29, 2026, subject to the availability of the Court. The Sale Hearing may be continued to a later date by the Debtors, in consultation with the Consultation Parties, by providing for such adjournment in a hearing agenda, sending written notice to all Qualified Bidders and Consultation Parties, prior to, or by making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any bidder or other party.**

19. **RETURN OF DEPOSIT.**

Any Deposits provided by Qualified Bidders shall be held in one or more escrow accounts on terms acceptable to the Debtors. Any such Deposits will be returned to Qualified Bidders that are not Successful Bidders (or Back-Up Bidders, as applicable) on the date that is three (3) Business Days after the applicable Auction (if any). Any Deposit provided by a Successful Bidder (or Back-Up Bidder, as applicable) shall be applied to the Purchase Price of the applicable Sale Transaction at closing.

If a Successful Bidder (or Back-Up Bidder, as applicable) fails to consummate the Sale Transaction contemplated by its Successful Bid (or Back-Up Bid, as applicable) because of a breach by such Successful Bidder (or Back-Up Bidder, as applicable), the Debtors will not have any obligation to return any Deposit provided by such Successful Bidder (or Back-Up Bidder, as applicable), which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates.

Exhibit 2

Sale Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)

NOTICE OF BIDDING PROCEDURES, AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I)(A) Approving Bidding Procedures, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Purchase Agreements and Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Order"),[2] authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to market and conduct an auction (the "Auction") regarding the sale or alternative value maximizing transaction with respect to the Assets thereof. The Auction (if any) will be governed by the bidding procedures approved pursuant to the Order and attached to the Order as Exhibit 1 thereto (the "Bidding Procedures").

The sale of Assets will be free and clear of all liens, claims, interests, and encumbrances, with such interests to attach to the proceeds of the sale of the applicable Assets with the same validity and priority as such interests were held in or against the applicable Assets prior to the sale in accordance with the Bankruptcy Code, applicable non-bankruptcy law and any prior orders of the Court.

Copies of the Order, the Bidding Procedures, and other documents related thereto, are available upon visiting the Case Website at https://www.veritaglobal.net/westmarine.

Any person or entity who wishes to participate in the bidding process and Auction must comply with the participation requirements, bid requirements, and other requirements set forth in the Bidding Procedures. The Bid Deadline for the Sale Transactions is [June 26], 2026, at 5:00 p.m. (prevailing Eastern Time).

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order, the Motion, or the Bidding Procedures, as applicable.

The Debtors intend to conduct an Auction (if required) at which they will consider Qualified Bids (as defined in the Bidding Procedures) submitted to the Debtors and their advisors, by and pursuant to the Bidding Procedures and as set forth in the Order. The Debtors intend to commence the Auction (if applicable) on **June 29, 2026, at 10:00 a.m. (prevailing Eastern Time)**, either in-person or by videoconference or such other form of remote communication established by the Debtors (to be communicated to Qualified Bidders in advance).

Except as otherwise set forth in the Order, all general objections to the Sale Transaction must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual bases for the objection and the specific grounds therefor; and (d) be filed with the Court and served on the Notice Parties so as to be actually received on or before **[June 30], 2026, at 5:00 p.m.** (prevailing Eastern Time).

The Debtors will seek approval of any Sale at a hearing scheduled to commence on **[July 30], 2026, at [●] [a/p].m.** (prevailing Eastern Time) (the "Sale Hearing") before Honorable Judge Karen B. Owens, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801.

Proposed Co-Counsel to the Debtors	**Proposed Co-Counsel to the Debtors**
Kirkland & Ellis LLP 601 Lexington Ave New York, New York 10022 Joshua A. Sussberg, P.C. Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com) Kirkland & Ellis LLP 830 Brickell Plaza Miami, Florida 33131 Brian Nakhaimousa (brian.nakhaimousa@kirkland.com) Trevor Eck (trevor.eck@kirkland.com)	Young Conaway Stargatt & Taylor, LLP Rodney Square 1000 North King Street Wilmington, Delaware 19801 Michael Nestor (mnestor@ycst.com) Kara Hammond Coyle (kcoyle@ycst.com) Shella Borovinskaya (sborovinskaya@ycst.com) Kristin L. Cardoza (kcardoza@ycst.com)
Counsel to the Consenting Stakeholders	**Office of the United States Trustee (Region 3)**
Otterbourg P.C. 230 Park Avenue New York, NY 10169 Nicholas Palazzolo (npalazzolo@otterbourg.com) Daniel F. Fiorillo (dfiorillo@otterbourg.com) Milbank LLP 55 Hudson Yards New York, NY US 10001 Matthew Brod (mbrod@milbank.com) Benjamin Schak (bschak@milbank.com)	The Office of the United States Trustee 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Linda Casey (linda.casey@usdoj.gov)

The Debtors reserve the right to modify the Bidding Procedures in accordance with the Bidding Procedures and the Order, including: (i) extending the deadlines set forth in the Bidding Procedures; (ii) adjourning the Auction at the Auction; (iii) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (iv) canceling the Auction; and (v) rejecting any or all Bids or Qualified Bids.

All requests directed to the Debtors in connection with the foregoing, or for further information regarding the Bidding Procedures and participation therein, or for further information regarding the Assets, must be directed to: Portage Point Partners, LLC, the Debtors' proposed investment banker at sbremer@ppplc.com (Attn.: Steven Bremer) and sgolmont@ppplc.com (Attn.: Stephen Golmont). All Potential Bidders are instructed to review the Bidding Procedures in consultation with counsel.

[Signature Page Follows]

Dated: [●], 2026
Wilmington, Delaware

/s/ DRAFT

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Michael R. Nestor (DE Bar No. 3526)
Kara Hammond Coyle (DE Bar No. 4410)
Shella Borovinskaya (DE Bar No. 6758)
Kristin L. Cardoza (DE Bar No. 6871)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
sborovinskaya@ycst.com
kcardoza@ycst.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C.
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: matthew.fagen@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Brian J. Nakhaimousa (admitted *pro hac vice*)
830 Brickell Plaza
Miami, Florida 33131
Telephone: (305) 432-5600
Email: brian.nakhaimousa@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

Exhibit 3

Notice of Successful Bidder

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)

NOTICE OF SUCCESSFUL BIDDER
AND BACK-UP BIDDER FOR CERTAIN OF THE DEBTORS' ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I)(A) Approving Bidding Procedures, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Purchase Agreements and Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Order"),[2] by which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale or sales (each, a "Sale Transaction") of the Debtors' the Assets.

On **June 29, 2026, at 10:00 a.m. (prevailing Eastern Time)**, pursuant to the Order, the Debtors commenced the Auction with respect to the Sale Transactions either in-person or by videoconference or such other form of remote communication established by the Debtors.

At the conclusion of the Auction, the Debtors selected the following Successful Bidder and Back-Up Bidder:

Asset(s)	Successful Bidder	Back-Up Bidder	Key Terms of Proposed Sale

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order, the Motion, or the Bidding Procedures, as applicable.

The Sale Hearing to consider approval of the Sale Transactions will be held before Honorable Judge Karen B. Owens, at the Court, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom No. 3, Wilmington, Delaware 19801, on **[July 30], 2026, at [11]:00 [a/p].m. (prevailing Eastern Time)**.

At the Sale Hearing, the Debtors will seek the Court's approval of the Successful Bid(s) and the designation of the Back-Up Bid(s) (if any) for the applicable portion of the Assets. Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale(s) for the applicable Assets, and there will be no further bidding at the Sale Hearing.

If a Successful Bidder cannot or refuses to consummate the Sale Transactions following entry of the Sale Order because of the breach or failure on the part of the Successful Bidder, the Back-Up Bidder (if any) shall be deemed the new Successful Bidder and the Debtors shall be authorized, but not required, to close the Sale Transactions with such Back-Up Bidder on the terms and provisions of such applicable Back-Up Bid without further order of the Court upon filing a notice with the Court providing for a three (3)-Business-Day period to object to such sale.

This notice is subject to the terms and conditions of the Motion and the Order, with the Order controlling in the event of any conflict. The Debtors encourage parties in interest to review such documents, including the Bidding Procedures, in their entirety. Parties interested in receiving additional or other information regarding the potential Sale Transactions or other disposition of the Assets may make a written request to KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300; El Segundo, CA 90245, or by calling (866) 967-1786 (U.S./Canada, toll-free) or +1 (310) 751-2686 (International, toll).

Copies of the Motion, the Order, the Bidding Procedures, this notice, and any other related documents are available: (a) free of charge upon request to by: writing to West Marine, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300; El Segundo, CA 90245; (b) online inquiry at https://www.veritaglobal.net/westmarine/inquiry; or (c) calling the Debtors' restructuring hotline at (866) 967-1786 (U.S./Canada, toll-free) or +1 (310) 751-2686 (International, toll); or (ii) visiting the Case Website at https://www.veritaglobal.net/westmarine; or (b) for a fee via PACER by visiting https://www.deb.uscourts.gov.

[Signature Page Follows]

Dated: [●], 2026
Wilmington, Delaware

/s/ DRAFT

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Michael R. Nestor (DE Bar No. 3526)
Kara Hammond Coyle (DE Bar No. 4410)
Shella Borovinskaya (DE Bar No. 6758)
Kristin L. Cardoza (DE Bar No. 6871)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
sborovinskaya@ycst.com
kcardoza@ycst.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C.
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: matthew.fagen@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Brian J. Nakhaimousa (admitted *pro hac vice*)
830 Brickell Plaza
Miami, Florida 33131
Telephone: (305) 432-5600
Email: brian.nakhaimousa@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

Exhibit 4

Stalking Horse Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)

NOTICE OF DESIGNATION OF STALKING HORSE BIDDER

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I)(A) Approving Bidding Procedures, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Purchase Agreements and Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Order"),[2] by which the Court approved procedures setting forth the process by which the Debtors are authorized to conduct a marketing and auction process for the sale or sales (the "Sale Transactions") of the Debtors' Assets.

PLEASE TAKE FURTHER NOTICE that, the Order permitted the Debtors to offer a Break-Up Fee and Expense Reimbursement, in an aggregate amount not to exceed three percent (3%) of the applicable Purchase Price.

PLEASE TAKE FURTHER NOTICE that, the Debtors hereby designate [●] to act as the Stalking Horse Bidder for the Assets, with a Stalking Horse Bid in the amount of [●], including [●] in cash consideration, substantially on the terms of and in accordance with the proposed Stalking Horse Purchase Agreement attached hereto as **Schedule 1**, subject to and in accordance with the terms of the Order.

PLEASE TAKE FURTHER NOTICE that, consistent with the Order, the Stalking Horse Purchase Agreement provides for, among other things, a Break-Up Fee and Expense Reimbursement not to exceed three percent (3%) of the applicable Purchase Price in the aggregate.

---

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order, the Motion, or the Bidding Procedures, as applicable.

PLEASE TAKE FURTHER NOTICE that, any objection to the designation of the Stalking Horse Bidder or to the terms Bid Protections set forth herein and in the Stalking Horse Purchase Agreement (a "Stalking Horse Objection") shall be filed **no later than three (3) Business Days after the filing of this Stalking Horse Notice at 5:00 p.m. (prevailing Eastern Time)**. If a timely Stalking Horse Objection is filed, the Debtors are authorized to seek an expedited hearing with respect to the Stalking Horse Objection on not less than three (3) calendar days' notice.

PLEASE TAKE FURTHER NOTICE that, absent a timely Stalking Horse Objection, the Court may enter an order approving the Bid Protections set forth in the Stalking Horse Notice and the designation of the Stalking Horse Bidder.

PLEASE TAKE FURTHER NOTICE that, the Debtors and the Stalking Horse Bidder reserve all of their rights to amend, modify, change, revise, or otherwise alter in any respect the Stalking Horse Purchase Agreement in accordance with the terms of the Stalking Horse Purchase Agreement and the Order.

PLEASE TAKE FURTHER NOTICE that, copies of all documents filed in these chapter 11 cases are available: (a) free of charge upon request to by: writing to West Marine, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300; El Segundo, CA 90245; (b) online inquiry at https://www.veritaglobal.net/westmarine/inquiry; or (c) calling the Debtors' restructuring hotline at (866) 967-1786 (U.S./Canada, toll-free) or +1 (310) 751-2686 (International, toll); or (ii) visiting the Case Website at https://www.veritaglobal.net/westmarine; or (b) for a fee via PACER by visiting https://www.deb.uscourts.gov.

.

[Signature Page Follows]

Dated: [●], 2026
Wilmington, Delaware

/s/ DRAFT

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Michael R. Nestor (DE Bar No. 3526)
Kara Hammond Coyle (DE Bar No. 4410)
Shella Borovinskaya (DE Bar No. 6758)
Kristin L. Cardoza (DE Bar No. 6871)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
sborovinskaya@ycst.com
kcardoza@ycst.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C.
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: matthew.fagen@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Brian J. Nakhaimousa (admitted *pro hac vice*)
830 Brickell Plaza
Miami, Florida 33131
Telephone: (305) 432-5600
Email: brian.nakhaimousa@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

Schedule 1

Stalking Horse Purchase Agreement

Exhibit 5

Cure Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)

NOTICE OF POTENTIAL ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS OR LEASES

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered the *Order (I)(A) Approving Bidding Procedures, (B) Authorizing the Debtors to Enter into One or More Stalking Horse Purchase Agreements and Provide Bid Protections, (C) Scheduling an Auction and Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (II)(A) Approving the Sale of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. [●]] (the "Order"),[2] by which the Court approved procedures for the assumption or assumption and assignment of executory contracts and unexpired leases and granted related relief, as set forth in the Order.

Pursuant to the Order and by this notice (this "Cure Notice"), the Debtors hereby notify you that they have determined, in the exercise of their reasonable business judgment, that each executory contract or unexpired lease set forth on **Schedule 1** attached hereto (the "Potential Assumption List") may be assumed (and, if applicable, assigned) effective as of the date (the "Assumption Date") set forth in **Schedule 1** or such other date as the Debtors and the counterparty or counterparties to such executory contracts or unexpired leases may agree.

The Debtors believe that the party to which each applicable executory contract or unexpired lease may be assigned has the financial wherewithal to meet all future obligations under such contract or lease and the Debtors will, at the request of the applicable counterparty, use commercially reasonable efforts to provide evidence thereof to such applicable counterparty (and their counsel, if known) thereby

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Order or Motion, as applicable.

demonstrating that the assignee of the contract or lease has the ability to comply with the requirements of adequate assurance of future performance.

Parties objecting to the proposed assumption and assignment (including a Successful Bidder's proposed form of adequate assurance of future performance) must file and serve a written objection (each, a "Cure Objection") so that such objection is filed with the Court and **actually received by the following parties no later than [July 8], 2026, at 5:00 p.m. (prevailing Eastern Time)** with respect to the Sale Transactions (the "Cure Objection Deadline"): (a) the Debtors, West Marine, Inc., 1 East Broward Blvd., Suite 200, Fort Lauderdale, Florida 33301, Attn.: Paulee Day; (b) proposed counsel to the Debtors, (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Matthew C. Fagen, P.C. (matthew.fagen@kirkland.com), Brian Nakhaimousa (brian.nakhaimousa@kirkland.com), and Trevor Eck (trevor.eck@kirkland.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn.: Michael R. Nestor (mnestor@ycst.com), Kara Hammond Coyle (kcoyle@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), and Kristin L. Cardoza (kcardoza@ycst.com); (c) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Linda Casey (linda.casey@usdoj.gov); and (d) any statutory committee appointed in these chapter 11 cases.

Absent a Cure Objection being timely filed, the assumption of each executory contract or unexpired lease may become effective on the Assumption Date set forth in **Schedule 1**, or such other date as the Debtors and the counterparty or counterparties to such executory contract or unexpired lease may agree.

If an objection is timely filed and not withdrawn or resolved, such objection will be heard at the Sale Hearing or on such other date and time as agreed to by the Debtors and the objecting party or ordered by the Court. If such objection is overruled or withdrawn, the applicable executory contract or unexpired lease shall be assumed as of the Assumption Date set forth in **Schedule 1** or such other date as the Debtors and the counterparty or counterparties to such executory contract unexpired lease may agree.

[Signature Page Follows]

Dated: [●], 2026
Wilmington, Delaware

/s/ DRAFT

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Michael R. Nestor (DE Bar No. 3526)
Kara Hammond Coyle (DE Bar No. 4410)
Shella Borovinskaya (DE Bar No. 6758)
Kristin L. Cardoza (DE Bar No. 6871)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: mnestor@ycst.com
kcoyle@ycst.com
sborovinskaya@ycst.com
kcardoza@ycst.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C.
Matthew C. Fagen, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: matthew.fagen@kirkland.com

-and-

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Brian J. Nakhaimousa (admitted *pro hac vice*)
830 Brickell Plaza
Miami, Florida 33131
Telephone: (305) 432-5600
Email: brian.nakhaimousa@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

Schedule I

Potential Assumption List