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 Nos. 247 & 248**

ORDER AUTHORIZING THE DEBTORS TO (I) RETAIN FTI CONSULTING, INC. TO PROVIDE THE DEBTORS AN INTERIM VICE PRESIDENT AND CERTAIN ADDITIONAL PERSONNEL AND (II) DESIGNATE AMIR AGAM AS INTERIM EXECUTIVE VICE PRESIDENT FOR THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE

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"), authorizing the Debtors to (a) retain FTI Consulting, Inc. ("FTI") to provide the Debtors with an Interim Vice President (the "IVP") and certain additional personnel (the "Hourly Temporary Staff" and collectively with the IVP, the "FTI Professionals"); (b) designate Amir Agam to serve as IVP for the Debtors, effective as of the Petition Date, as more fully described in the Motion; and upon consideration of the Motion and all pleadings related thereto, including the Agam Declaration and the Engagement Letter; and the United States District Court for the District of Delaware 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

[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 meaning ascribed to them in the Motion.

of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court having found that it 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, their 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 under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing 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 ORDERED THAT:

1. The relief requested in the Motion is granted as set forth herein.

2. In accordance with sections 105(a) and 363 of the Bankruptcy Code, the Debtors are authorized to employ and retain FTI to provide them Amir Agam as the Debtors' IVP and employ the Hourly Temporary Staff as of the Petition Date pursuant to the terms set forth in the Motion, as modified by this Order and subject to the following terms, which apply notwithstanding anything to the contrary in the Engagement Letter, the Motion, or any exhibits related thereto:

   (a) FTI and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned cases.

   (b) In the event the Debtors seek to have FTI personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or

(iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.

(c) No principal, employee, or independent contractor of FTI and its affiliates shall serve on the board of directors (or similar governing body) of any Debtor during the pendency of these chapter 11 cases.

(d) The Debtors are authorized, but not directed, to pay, in the ordinary course of business, in accordance with the Engagement Letter, all amounts invoiced by FTI for fees and expenses incurred in connection with FTI's engagement under this Order, subject to paragraph 2(f) hereof.

(e) FTI will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. Instead, FTI shall file with this Court and provide copies to the United States Trustee for the District of Delaware (the "U.S. Trustee"), and the Committee (the "Notice Parties"), reports of compensation earned, expenses incurred, and staffing on these chapter 11 cases (the "Compensation and Staffing Report") on a monthly basis by the 20th day of each month for the previous month. The Compensation and Staffing Report shall include summary charts describing the name, hourly rate, number of hours billed, and services provided by each FTI Professional; the aggregate compensation earned by FTI; the hours worked and fees by activity category; and the expenses incurred by FTI. In addition, each FTI Professional that bills hourly shall maintain and the Compensation and Staffing Reports shall include (i) detailed time entries identifying activities or issues he or she addressed on a daily basis, grouped to the nearest one-tenth hour (0.1 hour) for each activity category each day and the corresponding charge (time multiplied by hourly rate) for each activity category; and (ii) detailed expense records. The first Compensation and Staffing Report shall cover the period from the Petition Date until the end of the month in which this Order is entered and shall be submitted within thirty (30) days thereafter.

(f) Objections to Compensation and Staffing Reports shall be filed within twenty-one (21) days after filing and serving of a Compensation and Staffing Report. FTI's compensation and staffing for the period covered by each Compensation and Staffing Report shall be subject to review by this Court in the event an objection is filed. Otherwise, the Debtors shall be authorized to pay FTI, as of the 22nd day following the filing of each Compensation and Staffing Report, the amounts due for services provided during the applicable period, which are undisputed or otherwise not subject to an objection, in accordance with the terms and conditions of the Engagement Letter.

(g) Success fees, transaction fees, or other back-end fees shall be approved by this Court at the conclusion of these chapter 11 cases on a reasonableness standard and are not being pre-approved by entry of this Order. No success

fee, transaction fee, or back-end fee shall be sought upon conversion of these chapter 11 cases, dismissal of these chapter 11 cases, or the appointment of a trustee.

(h) The Debtors are permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors' and officers' insurance policy.

(i) There shall be no indemnification of FTI or its affiliates.

(j) For a period of three years after the conclusion of the engagement, neither FTI nor any of its affiliates shall make any investments in the Debtors or any reorganized Debtor.

(k) FTI shall disclose any and all facts that may have a bearing on whether FTI, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors and their estates. The obligation to disclose identified in this subparagraph is a continuing obligation of FTI for so long as it is providing the IVP and Hourly Temporary Staff hereunder.

3. Notwithstanding anything to the contrary herein, the U.S. Trustee shall retain the right to object to the compensation and fees and expenses to be paid to FTI pursuant to the Motion and the Engagement Letter, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, and this Court shall consider any such objection by the U.S. Trustee under section 330 of the Bankruptcy Code.

4. Notwithstanding anything to the contrary in the Engagement Letter, the Application, or the Agam Declaration, to the extent that FTI uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these chapter 11 cases, FTI shall (i) pass through the cost of such Contractors to the Debtors at the same rate that FTI pays the Contractors, (ii) seek reimbursement for actual costs only, (iii) ensure that the Contractors are subject to the same conflicts checks as required for FTI, and (iv) file with this Court such disclosures as required by Bankruptcy Rule 2014(a) with respect to such Contractors.

5. Notwithstanding anything to the contrary in the Application, the Agam Declaration, or the Engagement Letter, any limitation of liability provision in the Engagement Letter is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

6. FTI shall not unilaterally terminate its engagement under the Engagement Letter absent prior approval of this Court.

7. If there is any inconsistency between the terms of the Motion, the Agam Declaration, the Engagement Letter, and this Order, this Order shall govern.

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

9. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: July 8th, 2026
Wilmington, Delaware

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KAREN B. OWENS
CHIEF JUDGE