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. 46, 278 & 478**

NOTICE OF FILING OF BLACKLINE OF SECOND AMENDED JOINT PLAN OF REORGANIZATION OF WEST MARINE, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (TECHNICAL MODIFICATIONS)

PLEASE TAKE NOTICE that, on May 17, 2026, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief pursuant to chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that, on May 18, 2026, the Debtors filed the *Joint Plan of Reorganization of West Marine, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 46] with the Court.

PLEASE TAKE FURTHER NOTICE that, on June 23, 2026, the Debtors filed the *Amended Joint Plan of Reorganization of West Marine, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 278] with the Court.

PLEASE TAKE FURTHER NOTICE that, on August 6, 2026, the Debtors filed the *Second Amended Joint Plan of Reorganization of West Marine, Inc. and Its Debtor Affiliates*

[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.

Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 478] (the "Second Amended Plan") with the Court.

PLEASE TAKE FURTHER NOTICE that, to address certain technical modifications and revisions to the Second Amended Plan, the Debtors have further revised the Second Amended Plan (the "Further Revised Second Amended Plan"). For the convenience of the Court and other interested parties, a changed pages only blackline comparing the Further Revised Second Amended Plan against the Second Amended Plan is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that the Further Revised Second Amended Plan remains subject to review and revision in all aspects by the Debtors. The Debtors reserve their rights to further amend, supplement, or modify the Further Revised Second Amended Plan.

PLEASE TAKE FURTHER NOTICE that copies of the Further Revised Second Amended Plan and all other documents filed in these chapter 11 cases may be obtained free of charge by visiting the Debtors' case website at https://www.veritaglobal.net/westmarine. You may also obtain copies of any pleadings by visiting the Court's website at https://www.deb.uscourts.gov in accordance with the procedures and fees set forth therein.

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Dated: August 10, 2026
Wilmington, Delaware

/s/ Shella Borovinskaya

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EXHIBIT A

Changed Pages Blackline

THIS PLAN IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THE INFORMATION IN THIS PLAN IS SUBJECT TO CHANGE. THIS PLAN IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

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)

SECOND AMENDED JOINT PLAN OF REORGANIZATION OF WEST MARINE, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (TECHNICAL MODIFICATIONS)

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[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.

129. "*Professional*" means a Person or an Entity: (a) employed in these Chapter 11 Cases pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and compensated for services rendered before or on the Confirmation Date pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

130. "*Professional Fee Claims*" means all Administrative Claims for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Confirmation Date to the extent such fees and expenses have not been previously paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

131. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Escrow Amount.

132. "*Professional Fee Escrow Amount*" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses that the Professionals estimate they have incurred in rendering services to the Debtors prior to and as of the Confirmation Date as set forth in Article II.B of this Plan.

133. "*Proof of Claim*" means a proof of Claim Filed against the Debtors in the Chapter 11 Cases by the applicable Bar Date.

134. "*Quarterly Fees*" means all fees due and payable pursuant to section 1930 of the Judicial Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the United States Code.

135. "*Recapitalization Transaction*" means, a restructuring under this Plan providing for, among other things, the equitization of the Allowed Term Loan Claims on the Effective Date and the distribution of all New Equity Interests to Holders of Term Loan Claims.

136. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means reinstate, reinstated, or reinstatement with respect to Claims or Interests, that the Claim or Interest in such Class shall be rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code.

137. "*Rejected Executory Contract and Unexpired Leases List*" means the list, as determined by the Debtors or the Reorganized Debtors, as applicable of Executory Contracts and Unexpired Leases that will be rejected pursuant to this Plan, which list shall be included in the Plan Supplement.

138. "*Related Party*" means, collectively, with respect to any Person or Entity, each of, and in each case in its capacity as such, such Person's or such Entity's current and former directors, managers, officers, observers, committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, secondees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

139. "*Released Party*" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Agents; (d) each Consenting Term Loan Lender and Consenting FILO Lender; (e) each ABL Lender; (f) each Releasing Party; (g) the Consenting Equity Holders; (h) the Committee and each of its members, solely in their capacities as members of the Committee; (i) each current and former Affiliate of each Entity in clause (a) through the preceding clause (h); and (j) each Related Party of each Entity in clauses (a) through the preceding clause (i); *provided*, *however*, that, in each case, an Entity shall not be a Released Party if it: (x) was

3. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims or Interests is returned as undeliverable, no further distribution to such Holder shall be made unless and until the Reorganized Debtors or the GUC Trust, as applicable, has determined the then current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided, however,* unless a Holder asserts a claim for an undeliverable Distribution within ninety (90) days after such Distribution is made, such Distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and all title to and beneficial interest in such undeliverable Distribution shall revert to and/or remain in either the Reorganized Debtors or the GUC Trust, as applicable, automatically and without any need for further order by the Bankruptcy Court for all purposes, including for redistribution to other holders of Allowed Claims, notwithstanding any federal, provincial or state escheat, abandoned or unclaimed property laws to the contrary. If a Holder of a Claim timely provides the Reorganized Debtors or GUC Trust, as applicable, the necessary information within the period specified herein, all missed Distributions shall be made to the Holders of such Allowed Claims as soon as is practicable, without interest. Cash payments in the form of checks shall be null and void if not cashed within ninety (90) days after the date of issuance~~, notwithstanding any notation or legend on a distribution check that may specify a different period~~. Distributions in respect of such voided checks shall be treated as unclaimed or undeliverable Distributions as provided in this Plan as to which the requisite time period for asserting a claim for an undeliverable Distribution as set forth herein has passed. Requests for reissuance of any check must be made in writing to the Reorganized Debtors or GUC Trust, as applicable, by Holders of such Allowed Claims that originally was issued such check, which request shall be made within ninety (90) days after the date of issuance thereof.

4. Minimum Distributions.

No fractional shares of New Equity Interests shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one half or greater shall be rounded to the next higher whole number and (b) fractions of less than one half shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized shares of New Equity Interests to be distributed pursuant to this Plan shall be adjusted as necessary to account for the foregoing rounding.

The Distribution Agent shall not make any distributions in Cash to any Holder of an Allowed Claim or Interest pursuant to Article III.B of this Plan on account of such Allowed Claim if such Distribution, when taking into account such Holder's total Allowed Claims or Allowed Interests, is valued less than the *De Minimis* Claim Threshold, and each Holder of an Allowed Claim or Interest to which this limitation applies shall not be entitled to any distributions under this Plan.

E. Surrender of Cancelled Instruments or Securities.

On the Effective Date, or as soon as reasonably practicable thereafter, each Holder (and the applicable Agents for such Holder, including the Agents) of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.E hereof, shall be deemed to have surrendered such certificate or instrument to the Distribution Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any third parties in respect of one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Interest, which shall continue in effect for the purposes of allowing Holders to receive distributions under this Plan, charging Liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary in this Plan, the foregoing shall not apply to certificates or instruments evidencing Claims that are Unimpaired under this Plan.

F. Manner of Payment.

Except as otherwise set forth herein, all distributions of New Equity Interests to Holders of the applicable Allowed Claims under this Plan shall be made by the Distribution Agent on behalf of the Debtors or Reorganized

21. hear and determine all disputes involving the existence, nature, or scope of the release provisions set forth in this Plan, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;

22. enforce all orders previously entered by the Bankruptcy Court;

23. hear any other matter related to the Chapter 11 Cases not inconsistent with the Bankruptcy Code;

24. hear and determine any matters related to the Committee Settlement or the GUC Trust Agreement;

25. enter an order or Final Decree concluding or closing the Chapter 11 Cases; and

26. enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof.

ARTICLE XII
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be fixed, adjusted, or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim or debt has voted on this Plan.

B. Additional Documents.

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan and the RSA. The Debtors, the Reorganized Debtors, or the GUC Trust, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

C. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The dissolution of the Committee does not limit the rights and obligations of the Committee and its Professionals to (i) prepare and if necessary, defend, final fee applications for services rendered prior to the Effective Date, or (ii) participate in any appeal of the Confirmation Order. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

D. Payment of Statutory Fees.

~~All~~With respect to U.S. Trustee fees, Quarterly Fees ~~due and payable prior to~~before the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, Quarterly Fees will be paid ~~by the Reorganized Debtors and any Disbursing Entity, as applicable,~~ in accordance with ~~S~~section 1930 of the Judicial Code. All parties' rights are reserved with respect to the interpretation of ~~S~~section 1930 of the Judicial Code and

any disputes are subject to future determination by the Bankruptcy Court if necessary. The Debtors shall ~~f~~File all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. Within ~~five~~two (2) Business Days of the Effective Date, the ~~Reorganized~~ Debtors shall file a notice of the Effective Date, identifying the Effective Date and indicating that it has occurred. ~~After~~Following the Effective Date, ~~each of~~ the Reorganized Debtors ~~and any Disbursing Entity~~, the GUC Trust, and any Distribution Agent or any entity making disbursements on behalf of any Debtor or any Reorganized Debtor shall ~~f~~File with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. ~~Each and every one of the Debtors, the Reorganized Debtors, and any Disbursing Entity shall remain obligated to pay~~ Quarterly Fees ~~to the Office of the U.S. Trustee~~will be paid in accordance with section 1930 of the Judicial Code until the earliest of that particular Debtor's case being ~~closed, dismissed, or~~ converted to a case under Chapter 7 of the Bankruptcy Code, dismissed, or closed. The U.S. Trustee shall not be required to file any Administrative Claim in the ~~case~~Chapter 11 Cases, and shall not be treated as providing any release under ~~this~~the Disclosure Statement and Plan.

E. Reservation of Rights.

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court has entered the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Service of Documents.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided in this Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Debtors	**Counsel to the Debtors**
Marine One Parent, Inc. 1 East Broward Blvd., Suite 200 Fort Lauderdale, Florida 33301, Attn:. Paulee Day, Chief Executive Officer	Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn.: Matthew C. Fagen, P.C. Email: matthew.fagen@kirkland.com and Kirkland & Ellis LLP 830 Brickell Plaza Miami, Florida 33131 Attn.: Brian J. Nakhaimousa, Trevor Eck Email: brian.nakhaimousa@kirkland.com trevor.eck@kirkland.com and Young Conaway Stargatt & Taylor, LLP

Dated: August ~~6~~10, 2026

/s/ Paulee Day
Name: Paulee Day
Title: Chief Executive Officer