**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| WEST MARINE, LLC,[1] | ) | Case No. 26-10794 (KBO) |
| Reorganized Debtor. | ) | |

**REQUEST FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM OF HILCO MERCHANT RESOURCES, LLC**

Hilco Merchant Resources, LLC (the "Agent"), by and through its undersigned counsel, respectfully files this request (this "Request") for an order, substantially in the form attached hereto as **Exhibit A**, granting the allowance and payment of the Agent's administrative priority expense claim in the sum of $2,011,561.97 (the "Agent's Claim") pursuant to sections 503(b) and 507(a)(2) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), and this Court's *Order (I) Authorizing the Debtors to Assume Consulting Agreement, (II) Authorizing Store Closing Sales at Certain Locations and Approving Related Procedures, (III) Authorizing Customary Compensation Enhancement, and (IV) Granting Related Relief* [Docket No. 207] (the "Store Closing Order"). In support of this Request, the Agent respectfully states as follows:

**JURISDICTION AND VENUE**

1. This Request is a core proceeding under 28 U.S.C. § 157(b)(2) and this Court has jurisdiction over the Request pursuant to 28 U.S.C. § 157 and 28 U.S.C. § 1334 and the *Amended*

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is West Marine, LLC (5502). The Reorganized Debtor's mailing address for purposes of this case is 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301. The chapter 11 cases of the Reorganized Debtor's affiliates, 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), were closed as of September 16, 2026. All motions and contested matters that remained open as of the closing of such cases, or that are opened after the date thereof, are administered in the remaining chapter 11 case of West Marine, LLC, Case No. 26-10794 (KBO).

*Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicate for the relief sought herein is 11 U.S.C. §§ 503(b) and 507(a)(2).

2. The Agent consents pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware to the entry of a final order by the Court in connection with this Request 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.

## BACKGROUND

3. On May 17, 2026 (the "Petition Date"), the above-captioned Reorganized Debtor and certain of its affiliates (collectively, the "Debtors") filed voluntary petitions for relief under title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware.

4. Pre-petition on May 10, 2026, Debtors West Marine Products, Inc. and its subsidiaries entered into that certain Consulting and Marketing Services Agreement for Multiple Asset Categories (as amended, the "Consulting Agreement";[2] attached hereto with the first and second amendment thereto as **Exhibit B** and incorporated herein) with the Agent. Through the Consulting Agreement, the Agent was, among other things, engaged as the Debtors' agent with respect to the Debtors' Store Closing Sales. On May 21, 2026, the Debtors sought authority to assume the Consulting Agreement and sell certain assets through the Store Closing Sales. *See* Docket No. 80.

5. In exchange for its services under the Consulting Agreement—which the Agent has provided—the Agent is owed by the Debtors a fee equal to the following:

[2] Capitalized terms used but not defined herein are defined as in the Consulting Agreement.

> (i) on the sale of Merchandise:
>
> a. a base fee equal to two percent (2%) of the Gross Proceeds (as defined in the Consulting Agreement) of Merchandise sold; and
>
> b. an additional fee of (i) 0.25% of all Gross Proceeds if the Gross Recovery Percentage is greater than or equal to 105% but less than 109.4% (total fee equal to 2.25% of all Gross Proceeds) or (ii) 0.50% of all Gross Proceeds if the Gross Recovery Percentage is greater than 109.4% (total fee equal to 2.75% of all Gross Proceeds); and
>
> (ii) on the sale of Designated FF&E: a commission of 17.5% of the Gross Proceeds of the sale of the Designated FF&E.

*See* Consulting Agreement, ¶¶ 3.G, 3.I. The Debtors are also responsible for all expenses of the Store Closing Sales as set forth in the Expense Budget (including as amended). *See id.* at ¶ 3.G.

6. On June 9, 2026, the Court entered the Store Closing Order, authorizing the Debtors to assume the Consulting Agreement pursuant to section 365 of the Bankruptcy Code. The Agent commenced the Store Closing Sales at the Stores on or around June 11, 2026.

7. The Store Closing Sales had various Sale Termination Dates depending on the Sale Commencement Date and Sale Term for different Stores—as coordinated between the Debtors and the Agent. *See generally* Consulting Agreement. Furthermore, pursuant to the *Findings of Fact, Conclusions of Law, and Order Approving the Debtors' Disclosure Statement for, and Confirming the Second Amended Joint Plan of Reorganization of West Marine, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 522] (the "Confirmation Order"), confirming the *Second Amended Joint Plan of Reorganization of West Marine, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Technical Modifications)* [Docket No. 522-1] (the "Plan"), the Store Closing Sales at certain Stores continued after the August 21, 2026 Plan effective date (the "Effective Date"). *See Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Related Bar Dates* [Docket No. 547].

8. Pursuant to the Consulting Agreement, the Debtors and the Agent were to reconcile all accounting matters each Wednesday for the prior week with payments required within 14 days after each such weekly reconciliation. *See* Consulting Agreement, ¶ 3.G.(4). The Debtors and the Agent were also to "complete a final reconciliation and settlement of all amounts payable to HMR [the Agent] and contemplated by th[e] Agreement (including, without limitation, Expense Budget items, and fees earned under th[e] Agreement) no later than forty-five (45) days following the Sale Termination Date for the last Store." *Id*.

9. The final reconciliation was completed on or around October 19, 2026. As a result of the final reconciliation, the below fees and expenses owed to the Agent by the Debtors are due and owing under the Consulting Agreement and collectively comprise the Agent's Claim:[3]

| **Claim Category** | **Outstanding (Not Paid)** |
|---|---|
| Expenses | $1,455,314.62 |
| Merchandise Sale Fees (including Incentive Fee) | $499,719.21 |
| FFE Sale Fees | $56,528.14 |
| **Total Outstanding** | **$2,011,561.97** |

10. The Agent's Claim for $2,011,561.97 includes amounts for unpaid fees and expenses incurred under the Consulting Agreement. A portion of the fees and expenses comprising the Agent's Claim relate to Store Closing Sales that occurred after the Effective Date. In an abundance of caution, however, the Agent is filing an administrative priority expense claim for the full amount of all current unpaid fees and expenses due to the Agent by the Debtors pursuant to the Consulting Agreement and associated with the Store Closing Sales because the Store Closing

[3] The amounts comprising the Agent's Claim were invoiced by the Agent to the Debtors. The Agent believes that the Debtors have copies of all such underlying invoices, however, the Agent can provide additional copies upon request.

Sales—including at Store locations that were ultimately rejected by the Debtors through the Plan—extended after the Effective Date through approximately late September 2026.

## RELIEF REQUESTED

11. The Agent respectfully requests that the Court enter an order for allowance and payment of its administrative priority expense claim in the amount of $2,011,561.97, for payment obligations arising or accruing under the Consulting Agreement, pursuant to sections 503(b)(1)(A) and 507(a)(2).

## BASIS FOR RELIEF REQUESTED

12. Section 503(b)(1)(A) provides that "[a]fter notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including—(1)(A) the actual, necessary costs and expenses of preserving the estate . . ." 11 U.S.C. § 503(b)(1)(A). "When third parties are induced to supply goods or services to the debtor-in-possession, the purposes of [§ 503] plainly require that their claims be afforded priority." *In re Jartran, Inc*., 732 F.2d 584, 586 (7th Cir. 1984); *In re Goody's Family Clothing, Inc*., 392 B.R. 604, 609 (Bankr. D. Del. 2008).

13. Section 507(a) of the Bankruptcy Code provides that administrative expense claims that are allowed under section 503(b) of the Bankruptcy Code have first priority. *See* 11 U.S.C. § 507(a)(2).[4]

14. The Debtors and their estates unquestionably benefitted from the post-petition services of the Agent provided in exchange for the fees and out-of-pocket expenses comprising the Agent's Claim. The Debtors benefitted from the Agent's services as a result of being able to run the Store Closing Sales for the entire Sale Term (including after the Effective Date as authorized

[4] Claims given priority under section 507(a)(1) of the Bankruptcy Code are not applicable in these cases as they are based on domestic support obligations and fees of a chapter 7, 11, 12 or 13 trustee.

by the Plan) more efficiently and effectively, resulting in increased returns to the estates. Accordingly, this Court should allow the Agent's Claim as an administrative priority expense claim.

## RESERVATION OF RIGHTS

15. The Agent reserves all rights with respect to its administrative priority expense claim, including, but not limited to, the right to amend, update or supplement this Request at any time and in any respect and to file additional proofs of claim. The Agent does not waive any claims against the Debtors as a result of filing this Request. To the extent applicable, the Agent reserves all rights of setoff and recoupment.

## NOTICE

16. Notice of this Request will be provided to: (i) counsel to the Debtors; (ii) the West Marine GUC Trust; and (iii) the Office of the United States Trustee for the District of Delaware. In light of the relief requested, the Agent submits that no further notice is required.

WHEREFORE, the Agent respectfully requests that the Court enter an order awarding the allowance and payment of the Agent's administrative priority expense claim against the Debtors' estates pursuant to sections 503(b) and 507(a) of the Bankruptcy Code in the amount of $2,011,561.97 and providing for other and further relief as the Court deems just and necessary.

Dated: October 19, 2026
Wilmington, Delaware

**WOMBLE BOND DICKINSON (US) LLP**

*/s/ Marcy J. McLaughlin Smith*
Marcy J. McLaughlin Smith (No. 6184)
1313 North Market Street, Suite 1200
Wilmington, Delaware 19801
Telephone: (302) 252-4320
Facsimile: (302) 252-4330
Email: marcy.smith@wbd-us.com

*Counsel to Hilco Merchant Resources, LLC*

**EXHIBIT A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| WEST MARINE, LLC,[1] | ) | Case No. 26-10794 (KBO) |
| Reorganized Debtor. | ) | **Re: D.I. _____** |

**ORDER GRANTING REQUEST FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM OF HILCO MERCHANT RESOURCES, LLC**

Upon the *Request for Allowance and Payment of Administrative Expense Claim of Hilco Merchant Resources, LLC* (the "Request")[2] for entry of an order allowing and directing payment of the Agent's Claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Request in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Request has been given and that no other or further notice is necessary; and the Court having reviewed and considered the Request, any objections to the Request, the

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is West Marine, LLC (5502). The Reorganized Debtor's mailing address for purposes of this case is 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301. The chapter 11 cases of the Reorganized Debtor's affiliates, 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), were closed as of September 16, 2026. All motions and contested matters that remained open as of the closing of such cases, or that are opened after the date thereof, are administered in the remaining chapter 11 case of West Marine, LLC, Case No. 26-10794 (KBO).

[2] Capitalized terms used but not defined herein are used as defined in the Request.

arguments of counsel made, and the evidence proffered or adduced, at any hearing held on the Request; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief set forth in this Order, IT IS HEREBY ORDERED THAT:

1. The Request is GRANTED.

2. The Agent is hereby granted an administrative priority expense claim in the amount of $2,011,561.97, which shall be paid by the Debtors within thirty (30) days of the entry of this Order.

3. The Court retains jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

**EXHIBIT A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| WEST MARINE, LLC,[1] | ) | Case No. 26-10794 (KBO) |
| Reorganized Debtor. | ) | **Re: D.I. _____** |

**ORDER GRANTING REQUEST FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM OF HILCO MERCHANT RESOURCES, LLC**

Upon the *Request for Allowance and Payment of Administrative Expense Claim of Hilco Merchant Resources, LLC* (the "Request")[2] for entry of an order allowing and directing payment of the Agent's Claim pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Request in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Request has been given and that no other or further notice is necessary; and the Court having reviewed and considered the Request, any objections to the Request, the

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is West Marine, LLC (5502). The Reorganized Debtor's mailing address for purposes of this case is 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301. The chapter 11 cases of the Reorganized Debtor's affiliates, 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), were closed as of September 16, 2026. All motions and contested matters that remained open as of the closing of such cases, or that are opened after the date thereof, are administered in the remaining chapter 11 case of West Marine, LLC, Case No. 26-10794 (KBO).

[2] Capitalized terms used but not defined herein are used as defined in the Request.

arguments of counsel made, and the evidence proffered or adduced, at any hearing held on the Request; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief set forth in this Order, IT IS HEREBY ORDERED THAT:

1. The Request is GRANTED.

2. The Agent is hereby granted an administrative priority expense claim in the amount of $2,011,561.97, which shall be paid by the Debtors within thirty (30) days of the entry of this Order.

3. The Court retains jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

# EXHIBIT B

## Consulting Agreement

**CONSULTING AND MARKETING SERVICES AGREEMENT FOR MULTIPLE ASSET CATEGORIES**

This Consulting and Marketing Services Agreement for Multiple Asset Categories (this "Agreement") is entered into as of May 10, 2026 (the "Effective Date"), by and among Hilco Merchant Resources, LLC ("HMR") and Hilco Real Estate, LLC ("HRE", and together with HMR, collectively, "Hilco"),[1] and West Marine Products, Inc. and its subsidiaries (collectively, the "Company"). Hilco and the Company are each a "Party" and together the "Parties."

**Recitals**

WHEREAS, the Company operates retail stores and desires that Hilco act as the Company's exclusive agent for the limited purposes of: (a) selling all of the Merchandise (as defined below) from Company's retail store locations and distribution centers identified on Exhibit A attached to this Agreement (each individually a "Store," and collectively, the "Stores") by means of a "store closing", "sale on everything at store", "everything at store must go", or similar sale (as further described below, the "Sale"); and (b) selling or disposing of the FF&E (as defined below) in the Stores or otherwise located under Company control (the "Retail Services"); and

WHEREAS, the Company is the owner of (i) certain leasehold interests identified on Exhibit B attached to this Agreement (each a "Lease," and collectively, the "Leases") and the Company seeks to engage Hilco to provide certain consulting services in connection with the Leases as provided in this Agreement (the "RE Services" and together with the Retail Services, the "Services").

**Agreement**

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company and Hilco agree as follows:

1. **Appointment**. The Company appoints Hilco, and Hilco agrees to serve, as the Company's exclusive agent with respect to the Services during the Term (as defined below).

2. **Real Estate Services**. With respect to the RE Services, Hilco and the Company agree as follows:

A. REAL ESTATE SERVICES

(1) Consulting and Advisory Services. HRE shall provide the business with the following RE Services:

a. Meet with the Company to ascertain the Company's goals, objectives and financial parameters;

b. Mutually agree with the Company with respect to a strategic plan for restructuring, extending the term of, or shortening the term of the Leases

[1] HRE and HMR are being engaged under the same agreement for administrative purposes and to ease the burden on the Company. For the avoidance of doubt, nothing in this agreement is intended to expressly or implicitly mean, nor shall anything be construed as meaning, HMR is a "professional" under 11 U.S.C. §§ 101, et seq. (2022).



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c

(the "Strategy");

c. On the Company's behalf, negotiate the terms of restructuring, including, but not limited to rent reductions, waivers, term shortening, or term extensions with the landlords under the Leases, in accordance with the Strategy;

d. Provide the Company with weekly Lease status reports, and meet periodically with Company management regarding the status of such negotiations;

e. At the Company's direction, provide key updates and strategic information on the Company's behalf to the Company's key advisors, lawyers, lenders and other interested parties to assist the Company in obtaining cooperation needed to complete the Services contemplated by this Agreement; and

f. Assist the Company in closing pertinent restructuring and/or sale agreements for the Leases.

(2) Scope. HRE shall serve as the Company's exclusive contractor for the purpose of the RE Services for the Leases. HRE shall be kept informed of inquiries regarding selling, restructuring, assigning, subleasing, or terminating the Leases, including those directed to the Company (including (without limitation) its officers, agents and employees). HRE shall promptly advise the Company of all offers made with respect to the Leases. HRE is authorized to negotiate the terms of agreements with respect to the Leases in accordance with the Strategy. The Company has the exclusive right to accept or reject any offers with respect to the Leases.

(3) Fee Structure; Expense Reimbursement.

a. "Restructured Lease" means any Lease for which the Company enters into a written agreement with the applicable landlord that has the effect of modifying the terms of such Lease that provide the Company with value, excluding modifications with respect to the term of the lease or termination rights of the Company.

b. "Restructured Lease Savings" means an amount equal to the net savings created by a Restructured Lease, including (without limitation) the sum of
(x) the aggregate reduction of base rent, percentage rent, CAM, real estate taxes, insurance, and deferred maintenance or maintenance obligations (including clean up) payable under a Lease (exclusive of term shortening), and (y) the aggregate amount of any tenant improvement allowance dollars secured or any past due amounts waived, minus any restructuring fees paid by the Company to the counterparty to the Lease in connection with the Restructured Lease.

c. "Term Extended Lease" means any Lease for which the Company enters into a written modification of the Lease with the applicable landlord that provides the Company with a new right to extend the term of such Lease for a term of at least three (3) years , regardless of whether the Company



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

ever exercises such right, or otherwise has the effect of extending the term of such Lease for a minimum of three (3) years.

d. "Term Extended Lease Fee" means for any Term Extended Lease, an amount equal to three-quarters (0.75) of one month of gross rent under such Term Extended Lease. To the extent a Lease is both a Restructured Lease and a Term Extended Lease, any costs attributable to the extending of a Restructured Lease term shall not be offset from the calculation of the applicable Restructured Lease Savings Fee (as defined below).

e. "Term Shortened Lease" means any Lease for which the Company enters into a written agreement with the applicable landlord that has the effect of (i) terminating the Lease, or (ii) providing the Company with an early termination right, regardless of whether the Company ever exercises such right, or otherwise has the effect of shortening the term of such Lease.

f. "Term Shortened Lease Fee" means for any Term Shortened Lease where the Company is provided with an early termination right or the term of the Lease is otherwise shortened, an amount equal to one month of gross rent under such Term Shortened Lease. To the extent a Lease is both a Restructured Lease and a Term Shortened Lease, any lease savings attributable to the shortening of a Restructured Lease term shall be excluded from the calculation of the applicable Restructured Lease Savings Fee, and Hilco shall only be entitled to receive the applicable Term Shortened Lease Fee on account of such Restructured Lease term shortening.

g. "Sold Lease" means any Lease for which the Company enters into a written agreement that has the effect of (i) selling the Lease for cash value or other value paid to the Company and (ii) terminating all of the Company's obligations with respect to such Lease, but shall not include leases that are the subject of a going-concern sale of the Company.

h. "Sold Lease Fee" means, for any Sold Lease, an amount equal to five percent (5%) of any cash value or other value paid to the Company for the Lease.

i. Leases.

i. Restructuring. For each Lease that becomes a Restructured Lease, Hilco shall earn a fee equal to a base fee of $1,500 plus three and one-half percent (3.5%) of the Restructured Lease Savings ("Restructured Lease Savings Fee"), which Restructured Lease Savings Fee shall be paid in a lump sum at the time of the closing of the agreement having the effect of restructuring the Lease.

ii. Term Extension. For each Lease that becomes a Term Extended Lease, Hilco shall earn a fee equal to the Term Extended Lease Fee. The amounts payable on account of a Term Extended Lease shall be paid in a lump sum upon closing of the transaction that has the effect of extending the term of such Lease.

iii. Termination or Term Shortening. For each Lease that



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c

becomes a Term Shortened Lease, Hilco shall earn a fee equal to the Term Shortened Lease Fee. The amounts payable on account of a Term Shortened Lease shall be paid in a lump sum upon closing of the transaction that provides the Company with an early termination right or has the effect of terminating or otherwise shortening the term of such Lease.

iv. Sales. For each Lease that becomes a Sold Lease, Hilco shall earn a fee equal to the Sold Lease Fee. The amounts payable on account of a Sold Lease shall be paid in a lump sum upon closing of the transaction having the effect of selling the Lease, as the case may be.

v. Free and Clear. All fees payable to Hilco hereunder shall be free and clear of any liens, claims and encumbrances, including the liens of any secured parties.

j. Expenses. All HRE Reimbursable Expenses (defined below) shall be borne by the Company, and HRE shall be entitled to reimbursement from the Company for all such expenses. Billing shall be monthly and invoices are due no later than seven (7) days after the Company's receipt of the invoice. "HRE Reimbursable Expenses" means all reasonable, documented out-of-pocket expenses incurred by Hilco in connection with its performance of its Services hereunder, including, without limitation: reasonable expenses of advertising, marketing, travel and transportation, including, the cost of out-of-town travel and postage and courier/overnight express fees and other mutually agreed upon expenses incurred in connection with performing the services required by this Agreement.

(4) Sub-Contractors. With the prior written consent of the Company, not to be unreasonably withheld, HRE shall have the right to enter into co-contractor or sub-contractor relationships as necessary or appropriate, including local brokers as may be deemed appropriate, so long as any such relationships do not impose any additional cost to the Company.

(5) Survival. Within ten (10) business days after termination of this Agreement, HRE shall provide the Company with a list of all third parties, including landlords (each, a "Prospect") that HRE has engaged in negotiations with respect to the Leases. If within one hundred and eighty (180) days after termination or expiration of this Agreement (the "Survival Period"), the Company, or any assignee, designee or purchaser of the Company (including any purchaser, credit bidder or designee that has not otherwise retained Hilco on similar terms and conditions) in a bankruptcy or other restructuring sale process, and any Prospect should enter into a written agreement covered by the RE Services, HRE shall be entitled to a fee calculated in accordance with the terms of this Agreement upon the closing or consummation of the transaction or other arrangement contemplated by such written agreement. For the avoidance of doubt, if a transaction with respect to a Lease is pending as of the expiration of the Term or the Survival Period, HRE shall be entitled to the applicable fee in accordance with Section 3(i) upon closing of the transaction despite the fact that the closing occurred after the expiration or termination of the Term or the Survival



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

Period.

(6) Rights of the Company. In its reasonable discretion, the Company has the exclusive right to accept or reject any offers with respect to the Leases and shall have no obligation to Hilco to enter into any written agreement. Hilco shall not have any authority to bind the Company and shall make no representations (express or implied) to the contrary to any third party.

(7) IF EARNEST MONEY OR SIMILAR DEPOSITS ARE FORFEITED TO THE COMPANY, IN ADDITION TO ANY OTHER RIGHTS OF HRE UNDER THIS AGREEMENT, THE FORFEITED EARNEST MONEY SHALL FIRST BE USED BY THE COMPANY TO REIMBURSE HRE FOR ALL HRE REIMBURSABLE EXPENSES, WHICH INCLUDES MARKETING EXPENSES. TO THE EXTENT ANY EARNEST MONEY REMAINS AFTER THE COMPANY REIMBURSES ALL HRE REIMBURSABLE EXPENSES, SUCH REMAINING AMOUNTS SHALL BE DIVIDED EQUALLY BETWEEN THE COMPANY AND HRE. NOTWITHSTANDING THE FOREGOING, HRE'S PORTION OF THE REMAINING EARNEST MONEY, AFTER REIMBURSEMENT OF ALL HRE REIMBURSABLE EXPENSES, SHALL FIRST BE APPLIED AS A CREDIT TO ANY FEES PAYABLE UNDER THIS AGREEMENT ON ACCOUNT OF THE RE SERVICES.

(8) THE COMPANY AND HRE AGREE THAT THE SERVICES WILL BE PERFORMED WITHOUT REGARD TO RACE, COLOR, RELIGIOUS CREED, ANCESTRY, AGE, NATIONAL ORIGIN, DISABILITY OR FAMILIAL STATUS.

3. **Retail Services**. With respect to the Merchandise, HMR and the Company agree as follows:

A. Merchandise. "Merchandise" shall mean all goods, saleable in the ordinary course, located in the Stores or otherwise available or on-order on the Sale Commencement Date (as defined below), including perishables and other fast-turning inventory (whether delivered direct to stores or through the Company's distribution center). "Merchandise" does not mean and shall not include: (1) goods that belong to sublessees, licensees or concessionaires of Company; (2) owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores or otherwise located under Company control (collectively, "FF&E"); or (3) damaged or defective merchandise that cannot be sold.

B. Sale Term. For each Store, the Sale shall commence on such date as the Parties shall mutually agree (the "Sale Commencement Date") and conclude no later than the date that is one hundred twenty (120) days following the Sale Commencement Date (the "Sale Termination Date"). Notwithstanding the foregoing, the Parties may mutually agree in writing to extend or terminate the Sale at any Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the "Sale Term." At the conclusion of the Sale, HMR shall surrender the premises for each Store to Company in broom clean condition. It is understood and agreed that Company shall bear all costs and expenses associated with surrendering the premises according to the budget attached hereto as Exhibit C (the "Retail Services Budget"). At the conclusion of



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

the Sale at each Store, HMR shall photographically document the condition of each such Store.

C. Services. In collaboration with and subject to the reasonable approval of Company, and in connection with the Retail Services, HMR shall:

(1) provide qualified supervisors (the "Supervisors") engaged by HMR to oversee the management of the Stores;

(2) determine appropriate point-of-sale and external advertising for the Stores, approved in advance in writing by Company;

(3) determine appropriate discounts of Merchandise, staffing levels for the Stores, approved in advance by Company, and appropriate bonus and incentive programs, if any, for the Stores' employees, approved in advance in writing by Company;

(4) oversee display of Merchandise for the Stores;

(5) to the extent that information is available, evaluate sales of Merchandise by category and sales reporting and monitor expenses;

(6) maintain the confidentiality of all proprietary or non-public information regarding Company in accordance with the provisions of the confidentiality agreement signed by the Parties;

(7) include Additional Agent Goods (as defined below) in the Sale upon mutual agreement with Company, under the terms set forth in this Agreement; and

(8) provide such other related services deemed necessary or appropriate by Company and HMR.

D. Additional Agent Goods.

(1) In the sole discretion of the Company, HMR shall have the right to supplement the Merchandise in the Sale with additional goods procured by HMR which are of like kind to the Merchandise in the Sale ("Additional Agent Goods"). Any Additional Agent Goods shall be purchased by HMR as part of the Sale at HMR's sole expense. Sales of Additional Agent Goods shall be run through Company's cash register systems. HMR shall mark the Additional Agent Goods using either a "dummy" SKU or department number, or in such other manner so as to distinguish the sale of Additional Agent Goods from the sale of Merchandise.

(2) HMR shall pay to the Company an amount equal to five percent (5%) of the gross proceeds (excluding sales taxes) from the sale of Additional Agent Goods completed during the Sale Term (the "Additional Agent Goods Fee") and HMR shall retain all remaining amounts from the sale of the Additional Agent Goods. Subject solely to HMR's obligations to pay to the Company the Additional Agent Goods Fee, at all times and for all purposes the Additional Agent Goods and their proceeds shall be the exclusive property



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c

of HMR, and no other person or entity shall have any claim against any of the Additional Agent Goods or any proceeds related to Additional Agent Goods. At HMR's sole cost and expense, the Company shall insure the Additional Agent Goods and, if required, promptly file any proofs of loss with regard to same with the Company's insurers. HMR shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Agent Goods.

(3) The Company acknowledges that the Additional Agent Goods shall be consigned to the Company as a true consignment in all respects under Article 9 of the Uniform Commercial Code (the "UCC") and not a consignment for security purposes.

E. Company Undertakings. During the Sale Term, the Company shall:

(1) be the employer of the Stores' employees, other than the Supervisors;

(2) be responsible for all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores' employees and other representatives of Company;

(3) be responsible for preparing and processing all tax forms and other documentation;

(4) collect all sales taxes and remit them to the appropriate taxing authorities for the Stores;

(5) use reasonable efforts to cause Company's employees to cooperate with HMR and the Supervisors and maintain staffing levels sufficient to support effective Store operations throughout the Sale Term;

(6) execute all agreements mutually determined by the Company and HMR to be necessary or desirable for the operation of the Stores during the Sale;

(7) arrange for the ordinary maintenance of all point-of-sale equipment required for the Stores;

(8) ensure that HMR has quiet use and enjoyment of the Stores for the Sale Term in order to perform its obligations under this Agreement; and

(9) provide throughout the Sale Term central administrative services necessary for the Sale, including (without limitation) customary POS administration, sales audit, cash reconciliation, accounting, and payroll processing, all at no cost to HMR.

F. The Sale. All sales of Merchandise shall be made on behalf of Company. HMR does not have, nor shall it have, any right, title or interest in the Merchandise. All sales of Merchandise shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Company's discretion, by check or otherwise in accordance with Company's policies, and shall be "final" with no returns accepted or allowed, unless otherwise directed by Company.

G. Retail Compensation.



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

(1) In consideration of its services under this Agreement, HMR shall earn a base fee equal to two (2%) of the Gross Proceeds of Merchandise sold ("Merchandise Fee"). For purposes of this Agreement, "Gross Proceeds" means gross receipts calculated using the "gross rings" method, net of applicable sales taxes, and including the face amount of any gift certificates, gift cards or merchandise credit.

(2) In addition to the base fee, and not in lieu of the base fee, the Company shall pay to HMR from Gross Proceeds an additional fee based upon the Gross Recovery Percentages (as defined below) achieved as set forth in the following table (the "Additional Incentive Compensation"). The Additional Incentive Compensation shall be equal to the aggregate sum of the percentages set forth in the "Additional Incentive Compensation" column of the table (e.g., calculated back to first dollar) for the corresponding Gross Recovery Percentage achieved. It is understood and agreed that no Additional Incentive Compensation shall be earned or payable where the Gross Recovery Percentage is less than 105%:

| Gross Recovery Percentage[2] | Additional Incentive Compensation |
|---|---|
| Less than 105% | No Additional Incentive Compensation (total fee equal to 2% of all Gross Proceeds) |
| Greater than or equal to 105% but less than 109.4% | An additional 0.25% of all Gross Proceeds (total fee equal to 2.25% of all Gross Proceeds) |
| Greater than 109.4% | An additional 0.5% of all Gross Proceeds (total fee equal to 2.75% of all Gross Proceeds) |

For purposes of the Additional Incentive Compensation:

"**Cost Value**" with respect to each item of Merchandise sold shall mean the lower of (i) the lowest per unit vendor cost in the File (as defined below) or in the Company's books and records, maintained in the ordinary course consistent with historic practices; or (ii) the Retail Price (as defined below).

"**File**" shall mean the following files provided to HMR: 09_Current Inventory.xlsx and 8_SKU Master.xlsx.

"**Gross Recovery Percentage**" shall mean the Gross Proceeds divided by the sum of the aggregate Cost Value of all of the Merchandise.

"**Retail Price**" shall mean with respect to each item of Merchandise sold, the retail price reflected at the register for such item, excluding the discount granted in connection with such sale.

[2] The Gross Recovery Percentages thresholds set forth in this Agreement assume the following (i) 95 Stores; (ii) Merchandise at cost of approximately $70,000,000; and (iii) a Sale Term commencing June 1, 2026, and concluding September 27, 2026. If any of these assumptions changes, HMR and Company will work together in good faith to adjust the Gross Recovery Percentage thresholds accordingly.



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

(3) Company shall be responsible for all expenses of the Sale, including (without limitation) all Store level operating expenses, all costs and expenses related to Company's other retail store operations, and HMR's other reasonable, documented out of pocket expenses. To control expenses of the Sale, Company and HMR have established an aggregate budget (the "Expense Budget") of certain delineated expenses, including (without limitation) payment of the costs of supervision (including (without limitation) Supervisors' wages, fees, travel, and deferred compensation) and advertising costs (including signage and the shipping, freight, and sales tax related to such advertising costs where applicable). The Expense Budget for the Sale is attached to this Agreement as Exhibit C. The Expense Budget may only be modified by mutual agreement of HMR and the Company. The costs of supervision set forth on Exhibit C include, among other things, industry standard deferred compensation.

(4) All accounting matters (including, without limitation, all fees, expenses, or other amounts reimbursable or payable to HMR) shall be reconciled on every Wednesday for the prior week and shall be paid within fourteen (14) days after each such weekly reconciliation. The Parties shall complete a final reconciliation and settlement of all amounts payable to HMR and contemplated by this Agreement (including, without limitation, Expense Budget items, and fees earned under this Agreement) no later than forty-five (45) days following the Sale Termination Date for the last Store.

(5) Upon execution of this Agreement, the Company shall pay by wire transfer to HMR an advance payment of costs and expenses delineated in the Expense Budget of $250,000 (the "Retail Sale Expense Advance") which shall be held by HMR and applied towards Expense Budget items as incurred. Any portion of the Retail Sale Expense Advance not so used shall be returned to Company within three (3) days following the final reconciliation.

(6) Prior to shipment of the signage relating to the Sale and not later than seven (7) business days prior to the Sale Commencement Date, Company shall pay by wire transfer to HMR the signage fees relative to the Sale, estimated to be a minimum of approximately $235,000 upon receipt of invoice for same.

H. Retail Sale Expenses. All Retail Sale Expenses shall be borne by the Company. HMR shall advance, but shall be entitled to reimbursement of, all Retail Sale Expenses incurred by HMR. "Retail Sale Expenses" means all reasonable, documented out-of-pocket expenses incurred by HMR in accordance with the Expense Budget in connection with its performance of the Retail Services under this Agreement, including (without limitation) (i) advertising (including signage and the shipping, freight, and sales tax related to such advertising where applicable), promotion and sales costs; (ii) lodging; (iii) travel; (iv) labor associated with project management oversight; (v) labor and other costs and expenses associated with the Retail Services; (vi) postage and courier/overnight express fees; (vii) insurance; (viii) costs of supervision (including (without limitation) supervisors' and temporary labor wages, fees, travel, deferred compensation, and third-party payroll charges; and (ix) other mutually agreed upon expenses incurred in connection with performing the Retail Services.



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

I. Furniture, Fixtures and Equipment: Subject to the Company's designation of FF&E as available for sale by HMR (the "Designated FF&E"), HMR shall sell (i) the Designated FF&E in the Stores from the Stores themselves and through other means agreed by the parties in writing and (ii) Designated FF&E in any other location under Company control from such location. Company shall be responsible for all reasonable and documented costs and expenses incurred by HMR in connection with the sale of Designated FF&E, which costs and expenses shall be incurred pursuant to a budget or budgets to be established from time to time by mutual agreement of the Parties. HMR shall have the right to abandon at the Stores or in any other applicable location under Company control as agreed by HMR any unsold Designated FF&E, unless otherwise agreed to by HMR and the Company.

(1) In consideration for providing the Designated FF&E services, HMR shall be entitled to a commission from the sale of the Designated FF&E equal to 17.5% of the Gross Proceeds of the sale of the Designated FF&E.

(2) HMR shall remit to Company all Gross Proceeds from the sale of Designated FF&E. During each weekly reconciliation described in Section G above, HMR's Designated FF&E fee shall be calculated, and HMR's calculated Designated FF&E fee and all Designated FF&E costs and expenses then incurred in accordance with the terms of this Agreement shall be paid within seven (7) days after each such weekly reconciliation.

(3) HMR shall have no right to sell any of FF&E that is not Designated FF&E.

J. Employees.

(1) The Parties expressly acknowledge and agree that HMR shall have no liability to the Company's employees for wages, taxes, withholdings, benefits, severance pay, bonus, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from the Company's employment, hiring or retention of its employees, and such employees shall not be considered employees of HMR.

(2) The Parties expressly acknowledge and agree that the Company shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from HMR's hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Company.

K. Syndication.

(1) With respect to the Retail Services, upon consent of the Company, HMR shall have the right, but not the obligation, to syndicate the transaction contemplated by this Agreement by providing the Company with written notice of such syndication and in such event, HMR shall continue to be the Company's counterpart for the Retail Services and directly responsible for provision of same.

4. **Absolute Covenants**. The following apply with respect to all Services:

A. Term. The term (the "Term") of this Agreement shall commence upon the Effective Date and shall expire upon the twelve-month anniversary of the Effective Date, but



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

each Party shall have a unilateral termination right, on thirty (30) days advance written notice to the non-terminating Party, which notice may be sent at any time following the six-month anniversary of the Effective Date.

B. Authority. The Company acknowledges that Hilco or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. Except as expressly set forth in this Agreement, the Company shall not exercise any control or direction over the manner, means, or methods by which the Services are performed or accomplished by Hilco under this Agreement.

C. No Guaranty. Hilco has not guaranteed, and is not guarantying, any specific result on the sale or other disposition of any Merchandise or Lease.

D. Representations and Warranties of the Company.

(1) The Company represents and warrants to Hilco and covenants that: (i) the Company has all legal right and authority to sell the Merchandise and negotiate the Leases; (ii) the Company has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated by this Agreement, and no further consent or approval is required for the Company to enter into and deliver this Agreement and to perform its obligations under this Agreement; (iii) no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for the Company's consummation of, the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefore; (iv) all ticketing of Merchandise at the Stores has been and will be done in accordance with the Company's customary ticketing practices; (v) all normal course hard markdowns on the Merchandise have been, and will be, taken consistent with the Company's customary practices; (vi) the Stores will be operated in the ordinary course of business in all respects (taking into account the current circumstances of the Company), other than those expressly agreed to by the Company and Hilco; and (vii) any fees and other amounts due and payable under this Agreement to Hilco shall be free and clear of any liens, claims, or encumbrances of any kind whatsoever.

(2) Hilco represents and warrants to the Company that: (i) each Hilco entity that is a Party to this Agreement is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; and (ii) Hilco has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated by this Agreement, and no further consent or approval is required for Hilco to enter into and deliver the Agreement and to perform its obligations under the Agreement.

E. Indemnification.

(1) Hilco's Indemnification. Hilco shall indemnify and hold the Company and its officers, directors, principals, shareholders, affiliates, members, and



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

employees (collectively, "Company Indemnified Parties") harmless from and against all losses, liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the material breach of any provision of, or the failure to perform any obligation under, this Agreement by Hilco; (b) any liability or other claims, including, without limitation, product liability claims related to Additional Agent Goods, asserted by Hilco Indemnified Parties (as defined below), customers of Additional Agent Goods, any Store employees selling Additional Agent Goods (under a collective bargaining agreement or otherwise), or any other person against any Company Indemnified Party arising out of or related to Hilco's performance of the Services, except claims arising from the Company's gross negligence, material breach of this Agreement or any representation or warranty in this Agreement, intentional acts or unlawful behavior; (c) intentional acts, unlawful behavior or grossly negligent acts or omissions of Hilco or the Hilco Indemnified Parties; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortuous or otherwise actionable treatment of Company Indemnified Parties, or Company customers by Hilco or any of the Hilco Indemnified Parties; (e) any claims made by any party engaged by Hilco as an employee, agent, representative or independent contractor arising out of such engagement; and (f) any claims for damages to property or persons caused by the gross negligence of Hilco employees or any of the Hilco Indemnified Parties on the premises of any Store. Notwithstanding anything to the contrary in this Agreement, Hilco shall not be responsible for any Hilco Excluded Losses. "Hilco Excluded Losses" shall mean losses arising from or related to any action of or failure to act by Company or any third party to the extent such losses are determined to have resulted from the negligence, breach, willful misconduct or unlawful behavior of Company, any other Company Indemnified Party or any third party.

(2) The Company's Indemnification. The Company shall indemnify and hold Hilco and its affiliates and its and their officers, directors, principals, shareholders, affiliates, members, employees, and Supervisors (collectively, "Hilco Indemnified Parties" and together with the Company Indemnified Parties, the "Indemnified Parties") harmless from and against all losses, liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the negligence, intentional or unlawful acts or omissions of the Company, Company Indemnified Parties or their affiliates, consultants, customers, members, employees, representatives and principals (other than Hilco Indemnified Parties); (b) the material breach of any provision of, or the failure to perform any obligation under this Agreement by the Company or Company Indemnified Parties; (c) any liability or other claims, including, without limitation, product liability claims (other than with respect to Additional Agent Goods), asserted by Company Indemnified Parties, Company customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Hilco Indemnified Parties) against Hilco or a Hilco Indemnified Party, except claims arising from Hilco's or a Hilco Indemnified Party's gross negligence, material breach of this Agreement or any representation or warranty in this Agreement, intentional acts, or unlawful behavior; and (d) any violation of any laws or regulations or any other unlawful, tortuous or otherwise



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c

actionable conduct of Company or Company Indemnified parties or treatment of the Hilco Indemnified Parties or the Company's customers by the Company or Company's Indemnified Parties. Notwithstanding anything to the contrary in this Agreement, the Company shall not be responsible for any Company Excluded Losses. "Company Excluded Losses" shall mean losses arising from or related to any action of or failure to act by Hilco to the extent such losses are determined to have resulted from Hilco's or any other Hilco Indemnified Party's gross negligence, breach, willful misconduct or unlawful behavior.

(3) Notice of Actions When Company is Not a Party. If any action is commenced, as to which a Hilco Indemnified Party proposes to demand indemnification, such Hilco Indemnified Party shall notify the Company following the Indemnified Party being notified of such action, if the Company is not a party to such action. The Company shall be entitled to assume the defense of any such action (other than those actions brought by the Company). If the Company does not assume the defense of such action, Company shall be responsible for any reasonable attorneys' fees, costs and expenses incurred by Hilco in defending against such claim and Company shall be entitled to reasonably participate (at its own cost) in such defense.

F. Insurance.

(1) The Company agrees to procure and maintain, during the Term, all insurance policies applicable to the Stores and the Merchandise (including, during the Sale Term), liability insurance policies (including, without limitation, products liability, comprehensive public liability insurance and auto liability insurance) in connection with the Stores and covering injuries to persons and property and shall cause Hilco to be named an additional insured with respect to all such policies. At Hilco's request, the Company shall provide Hilco with a certificate or certificates evidencing the insurance coverage required under this Agreement and that Hilco is an additional insured under such insurance coverage. In addition, the Company shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

(2) Hilco agrees to procure and maintain, during the Term, all insurance policies applicable to its employees. At the Company's request, Hilco shall provide the Company with a certificate or certificates evidencing the insurance coverage required under this Agreement. In addition, Hilco shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all statutory requirements.

G. Bankruptcy.

(1) If the Company commences a case under Chapter 11 of title 11, United States Code (the "Bankruptcy Code"), with a bankruptcy court (the "Bankruptcy Court"), the Company shall promptly file a motion to assume sections of this Agreement related to the Sale and Retail Services under section 365 and/or 363 of the Bankruptcy Code, and utilize its reasonable



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

best efforts to ensure that such motion is approved by an order that provides, among other things, as follows (the "Approval Orders"): (i) the payment of all fees and reimbursement of expenses under this Agreement related to the Sale and Retail Services to Hilco is approved without further order of the Bankruptcy Court; (ii) all such payments of fees and reimbursement of expenses related to such Approval Orders shall be made on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with this Agreement; (iii) the payment of all fees and reimbursement of expenses due to Hilco related to any Approval Orders or this Agreement shall be included in any approved debtor-in-possession ("DIP"), cash collateral, or other post-petition financing budget and/or carve-out as a condition to the assumption of this Agreement; (iv) authorizing the Sale without the necessity of complying with state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale; (v) authorizing the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; and (vi) take all further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. In such event, any legal action, suit or proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over the Company, and each Party waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Approval Orders, Hilco shall conduct the Sale in accordance with the terms of the Approval Orders in all material respects.

(2) The Approval Orders shall also provide that the Additional Agent Goods are consigned to the Company as a true consignment under Article 9 of the UCC. HMR is granted a first priority security interest in and lien upon (i) the Additional Agent Goods and (ii) the Additional Agent Goods proceeds, which security interest shall be deemed perfected pursuant to the Approval Orders without the requirement of filing UCC financing statements or providing notifications to any prior secured parties. Notwithstanding the foregoing, it is understood and agreed that HMR is authorized to deliver all required notices and file all necessary financing statements and amendments of such financing statements under the applicable UCC identifying HMR's interest in the Additional Agent Goods as consigned goods under such notices and financing statements and the Company as the consignee for such goods, and HMR's security interest in and lien upon such Additional Agent Goods and Additional Agent Goods proceeds.

(3) In the event the Company seeks protection under the Bankruptcy Code in a Bankruptcy Court of proper jurisdiction, the Company agrees to promptly request entry of an order under sections 327 and 328 of the Bankruptcy Code, in form and substance acceptable to HRE in its reasonable discretion, authorizing the Company's assumption and/or retention of HRE under this Agreement, which the Company agrees to use the Company's reasonably diligent efforts to obtain (the "HRE Retention Order"). The Company will use reasonably diligent efforts to ensure that the HRE Retention Order specifically provides that: (i) HRE is being retained pursuant to sections 327 and 328 of the Bankruptcy Code by the Company; (ii) the payment of all



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

fees and reimbursement of expenses under this Agreement to HRE is approved under section 328 of the Bankruptcy Code and shall be free and clear of all liens, claims and encumbrances; (iii) all such payments of fees and reimbursement of expenses shall be made without further order of the Bankruptcy Court and in accordance with this Agreement; and (iv) HRE is not required to maintain time records or file interim or final fee applications.

H. General Provisions.

1. The Company and Hilco shall deal with each other in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.

2. The Company recognizes and acknowledges that the Services to be provided by Hilco pursuant to this Agreement are, in general, transactional in nature, and Hilco will not be billing the Company by the hour nor maintaining time records. It is agreed that Hilco is not requested or required to maintain such time records and that its compensation will be paid in accordance with this Agreement.

3. Any correspondence or required notice shall be addressed as follows and shall be deemed given (a) when received if hand delivered, (b) three (3) business days after depositing in the United States mail if sent first-class certified mail, (c) on the next business day if sent by overnight mail, or (d) on the same date on which it is sent if sent by email or facsimile:

If to Hilco:
Hilco Merchant Resources, LLC
5 Revere Drive, Suite 206
Northbrook, Illinois 60062
Attn: Office of the General Counsel
With a copy to: legal@hilcoglobal.com

and

Hilco Real Estate, LLC
5 Revere Drive, Suite 410
Northbrook, Illinois 60062
Attn: Office of the General Counsel
With a copy to: legal@hilcoglobal.com

With a copy to:
Hilco Trading, LLC
5 Revere Drive, Suite 206
Northbrook, Illinois 60062
Attn: Office of the General Counsel
rmaletsky@hilcoglobal.com and
legal@hilcoglobal.com

If to the Company:
West Marine Products, Inc.
1 East Broward Blvd, Suite 200
Fort Lauderdale, FL
Attn: Legal Department and CEO
pauleed@westmarine.com



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

nancyo@westmarine.com

With a copy to: Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
Attn: Michael R. Nestor and Kara Hammond Coyle
mnestor@ycst.com
kcoyle@ycst.com

4. This Agreement shall be deemed drafted by both Parties to this Agreement, and there shall be no presumption against either Party in the interpretation of this Agreement.

5. By executing or otherwise accepting this Agreement, the Company and Hilco acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained in this Agreement.

6. This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.

7. Except with respect to the Indemnified Parties who shall be express third-party beneficiaries with respect to Section 4.E, this Agreement creates no third-party beneficiaries.

8. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and the invalid or unenforceable provision shall be reformed to the minimum extent required to render it valid and enforceable and to effect the intent of this Agreement.

9. Except as set forth in this Agreement, neither this Agreement nor any of the rights under this Agreement may be transferred or assigned by either Party without the prior written consent of the other Party. This Agreement, including, without limitation, the obligation of the Company to compensate Hilco for the Services, shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

10. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. The failure by either Party to enforce, or the delay by either party in enforcing, any of said Party's rights under this Agreement shall not be construed as a continuing waiver of such rights, and said Party may, within such time as is provided by the laws established by any government with applicable jurisdiction, commence appropriate suits, actions or proceedings to enforce any or all of such rights. A waiver by either Party of a default in one or more instances shall not be



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

construed as a waiver in other instances.

11. This Agreement, together with all additional schedules and exhibits attached to this Agreement, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter of this Agreement. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party to this Agreement except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

12. All headings and captions in this Agreement are for convenience only and shall not be interpreted to enlarge or restrict the provisions of this Agreement.

13. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without reference or regard to choice-of-law provisions.

**[Signature pages to follow]**



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

IN WITNESS WHEREOF, the Company and Hilco have executed and delivered this Agreement as of the date first above written.

HILCO MERCHANT RESOURCES, LLC

BY: _____
Name: Eric Kaup
Title: Authorized Signatory

HILCO REAL ESTATE, LLC

BY: _____
Name: Eric Kaup,
Title: Authorized Signatory

WEST MARINE PRODUCTS, INC.

BY: Paulee Day (May 12, 2026 10:02:52 EDT)
Name: Paulee Day
Title: CEO

**EXHIBIT A – Store Listing**

[*Filed at Docket No. 110 and Subject to Ongoing Store Closing Sales Analysis*]

**EXHIBIT B – Leases**

[*Intentionally Omitted*]

**EXHIBIT C – Retail Services Budget**

# West Marine
## Exhibit C

**Expense Budget (1)**

| | |
|---|---|
| **Advertising** | |
| Digital & Media | 481,000 |
| Signs (2) | 231,577 |
| Sign Walkers/Drivers | 1,169,688 |
| Subtotal Advertising | 1,882,264 |
| | |
| **Supervision** | |
| Fees / Wages / Expenses (3) | 2,684,150 |
| Subtotal Supervision | 2,684,150 |
| | |
| **Miscellaneous** | |
| Legal (4) | 50,000 |
| Other Miscellaneous | - |
| Subtotal Miscellaneous | 50,000 |
| | |
| Total Expenses | 4,616,415 |

Notes:

1. This Expense Budget contemplates a sale term of June, 1, 2026 through September 27, 2026. The Expense Budget remains subject to modification in the event that this term is extended, or as otherwise agreed to by the parties.
2. Includes Sales Tax.
3. Includes Deferred Compensation and Insurance.
4. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.



Document Name: West Marine EL - Bankr (HRE and HMR) 5.10.26 (final) (execution).pdf Transaction ID: CBJCHBCAABAAU0rQhUrznvXFPnI29s-D22ahA1CxD7c_

# FIRST AMENDMENT TO CONSULTING AND MARKETING SERVICES AGREEMENT FOR MULTIPLE ASSET CATEGORIES

Reference is made to the Consulting and Marketing Services Agreement for Multiple Asset Categories (the "Agreement") dated May 10, 2026, by and among Hilco Merchant Resources, LLC ("HMR") and Hilco Real Estate, LLC ("HRE", and together with HMR, collectively, "Hilco"), and as later syndicated by HMR, to Gordon Brothers Retail Partners, LLC ("GBRP") as HMR's joint venture partner, on the one hand, and West Marine Products, Inc. and its subsidiaries (collectively, the "Company") on the other hand. Hilco, GBRP and the Company are each a "Party" and together the "Parties." Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

1. The Parties hereby amend the Agreement as of August 5, 2026 (the "Effective Date") as set forth in this first Amendment (the "First Amendment") as follows:

2. As set forth in the Agreement, Hilco was engaged to act as the exclusive agent for Company in connection with the provision of various services, including in connection with the disposition of the Merchandise and FF&E located at the Company's retail store locations and distribution centers reflected on Exhibit A to the Agreement (defined in the Agreement as "Stores"). Hilco and Company have agreed to supplement Exhibit A to the Agreement by adding the locations reflected on Exhibit 1 to this Amendment (each an "Additional Store" and, collectively, the "Additional Stores").

3. Hilco will assist Company in disposing of the Merchandise and FF&E at the Additional Stores through the conduct of "Store Closing", "Everything Must Go", "Everything on Sale" or similar themed sales (such sales, the "Supplemental Sale"). The Supplemental Sale will commence on or about August 7, 2026 (the "Supplemental Sale Commencement Date") and will terminate on or about September 27, 2026 (the "Supplemental Sale Termination Date"). The period from the Supplemental Sale Commencement Date to the Supplemental Sale Termination Date shall be referred to as the "Supplemental Sale Term."

4. To control expenses of the Supplemental Sale, Company and Hilco have established an appropriate budget (the "Supplemental Budget," a copy of which is attached hereto as Exhibit 2) of certain delineated expenses, including costs of supervision, deferred compensation, advertising (including signage and the shipping, freight, and sales tax related thereto where applicable), and other costs. The Supplemental Budget shall be added to and is in addition to the Budget for purposes of the Supplemental Sale at Additional Stores and for all other purposes under the Agreement.

5. Both the Agreement and this Amendment shall govern the Supplemental Sale at the Additional Stores. For purposes of interpreting the Agreement and the Amendment, the following defined terms and exhibits shall be added in the Agreement, as applicable, with the corresponding defined terms and exhibits in or attached to this Amendment:

| **Agreement** | **Amendment** |
|---|---|
| Budget | Supplemental Budget |
| Sale | Supplemental Sale |
| Store or Stores | Additional Store or Additional Stores |
| Sale Commencement Date | Supplemental Sale Commencement Date |
| Sale Termination Date | Supplemental Sale Termination Date |
| Sale Term | Supplemental Sale Term |

Docusign Envelope ID: 90E125D7-318F-87F6-8273-7E2D6575B353


6. With respect to this Amendment, (i) Company hereby reaffirms the representations, warranties, and agreements set forth in the Agreement, including but not limited to those set forth in section 4D(1) of the Agreement, and (ii) Hilco hereby reaffirms the representations, warranties set forth in the Agreement, including but not limited to those set forth in section 4D(2) of the Agreement.

7. Except as expressly amended by this First Amendment, the Agreement remains in full force and effect.

8. This Amendment, together the Agreement, all prior amendments or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Amendment except as specifically set forth in this Amendment or the Agreement.

* * *

Docusign Envelope ID: 90E125D7-318F-87F6-8273-7E2D6575B353


IN WITNESS WHEREOF, the Company and Hilco have executed and delivered this First Amendment as of the Effective Date.

HILCO MERCHANT RESOURCES, LLC

By: _____
Name: Eric Kaup
Title: Authorized Signatory

HILCO REAL ESTATE, LLC

By: _____
Name: Eric Kaup
Title: Authorized Signatory

GORDON BROTHERS RETAIL PARTNERS, LLC

By: DocuSigned by: Rick Edwards 8DBA48849AC540D...
Name: Rick Edwards
Title: Head North America Retail

WEST MARINE PRODUCTS, INC.

By: Paulee Day
Name: Paulee Day
Title: President/CEO

Docusign Envelope ID: FB4F72C1-1B54-8772-8198-A03A11D7C2DE

Docusign Envelope ID: 90E125D7-318F-875E-8772-E2B657B3B353

Case 26-10794-KBO Doc 639-2 Filed 10/19/26 Page 27 of 35

# West Marine

## Exhibit 1 to First Amendment

**Store List**

| Loc # | Concept/Banner | Name | Address | City | State | Zip | Country | Phone | Water Type | Selling Sq. Ft. |
|---|---|---|---|---|---|---|---|---|---|---|
| 107 | Waterlife-Select | WM Seekonk | 1060 Fall River Ave | Seekonk | MA | 02771 | USA | (508) 336-5004 | Salt | 8,000 |
| 134 | Traditional | WM Charleston | 5641 Rivers Ave | N. Charleston | SC | 29406 | USA | (843) 529-0094 | Salt | 6,893 |
| 543 | Traditional | WM Traverse City | 3500 Market Place Circle | Traverse City | MI | 49684 | USA | (231) 922-2300 | Fresh | 6,000 |
| 1226 | Traditional | WM Washington | 330 Bridge St. | Washington | NC | 27889 | USA | (252) 975-6688 | Fresh | 6,000 |
| 1331 | Waterlife-Select | WM Apollo Beach | 6492 N. US Highway 41 | Apollo Beach | FL | 33572 | USA | (813) 645-6144 | Salt | 7,076 |
| 1343 | Waterlife | WM Alameda | 2230 S Shore Ctr | Alameda | CA | 94501 | USA | (510)671-3080 | Salt | 13,000 |
| 1739 | NEW PRO | WM New Castle | 132 Sunset Blvd. #20 | New Castle | DE | 19720 | USA | (302) 325-9550 | Salt | 12,000 |
| 5545 | NEW PRO | WMX Gloucester Point | 1795 George Washington Memorial Hwy. | Gloucester Point | VA | 23062 | USA | (804) 642-3470 | Salt | 3,000 |
| **8** | | | | | | | | | ***Average Sq. Ft.*** | ***7,746*** |

# West Marine Exhibit 2 to First Amendment

## Supplemental Expense Budget (1)

| | |
|---|---|
| **Advertising** | |
| Digital & Media | 34,600 |
| Signs (2) | 19,501 |
| Sign Walkers/Drivers | 48,100 |
| Subtotal Advertising | 102,201 |
| | |
| **Supervision** | |
| Fees / Wages / Expenses (3) | 91,443 |
| Subtotal Supervision | 91,443 |
| | |
| **Miscellaneous** | |
| Legal (4) | - |
| Other Miscellaneous | - |
| Subtotal Miscellaneous | - |
| | |
| Total Expenses | 193,644 |

Notes:

1. This Supplemental Expense Budget is in addition to the Budget and contemplates a sale term of August, 7, 2026 through September 27, 2026 and remains subject to modification in the event that this term is extended, or as otherwise agreed to by the
2. parties.
3. Includes Sales Tax.
4. Includes Deferred Compensation and Insurance.
   Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

# SECOND AMENDMENT TO CONSULTING AND MARKETING SERVICES AGREEMENT FOR MULTIPLE ASSET CATEGORIES

Reference is made to the Consulting and Marketing Services Agreement for Multiple Asset Categories (the "Agreement") dated May 10, 2026, by and among Hilco Merchant Resources, LLC ("HMR") and Hilco Real Estate, LLC ("HRE", and together with HMR, collectively, "Hilco"), and as later syndicated by HMR, to Gordon Brothers Retail Partners, LLC ("GBRP") as HMR's joint venture partner, on the one hand, and West Marine Products, Inc. and its subsidiaries (collectively, the "Company") on the other hand. Hilco, GBRP and the Company are each a "Party" and together the "Parties." Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

1. The Parties hereby amend the Agreement as of August 25, 2026 (the "Effective Date") as set forth in this second Amendment (the "Second Amendment") as follows:

2. As set forth in the Agreement, Hilco was engaged to act as the exclusive agent for Company in connection with the provision of various services, including in connection with the disposition of the Merchandise and FF&E located at the Company's retail store locations and distribution centers reflected on Exhibit A to the Agreement (defined in the Agreement as "Stores") to commence on the Sale Commencement Date and to terminate on the Sale Termination Date. Hilco and Company have agreed to an early closure of certain Stores listed on Exhibit 1 to this Amendment (each an "Early Store", and collectively, the "Early Stores").

3. Hilco will assist Company in closing the Early Stores to be closed on or about August 31, 2026 (the "Early Closure Date"). The period from the Sale Commencement Date to the Early Closure Date shall be referred to as the "Early Closure Term."

4. To control expenses related to closing the Early Stores by the Early Closure Date, Company and Hilco have established an appropriate budget (the "Supplemental Early Closure Budget," a copy of which is attached hereto as Exhibit 2) of certain delineated expenses, including costs of supervision, and other costs relating to the designated Early Stores. The Supplemental Early Closure Budget shall be added to and is in addition to the Budget for purposes of the closure of the designated Early Stores and for all other purposes under the Agreement.

5. Both the Agreement and this Amendment shall govern the early closing of the Early Stores. For purposes of interpreting the Agreement and the Amendment, the following defined terms and exhibits shall be added in the Agreement, as applicable, with the corresponding defined terms and exhibits in or attached to this Amendment:

| **Agreement** | **Amendment** |
|---|---|
| Budget | Supplemental Early Closure Budget |
| Store or Stores | Early Closure Store or Early Closure Stores |
| Sale Termination Date | Early Closure Date |
| Sale Term | Early Closure Term |

6. With respect to this Amendment, (i) Company hereby reaffirms the representations, warranties, and agreements set forth in the Agreement, including but not limited to those set forth in section 4D(1) of the Agreement, and (ii) Hilco hereby reaffirms the representations, warranties set forth in the Agreement, including but not limited to those set forth in section 4D(2) of the Agreement.

Docusign Envelope ID: 32B23702-2638-8035-8182-A00B8863811F


7. Except as expressly amended by this Second Amendment, the Agreement and any prior amendments remain in full force and effect.

8. This Amendment, together the Agreement, all prior amendments or supplements, and all schedules and exhibits attached hereto and thereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Amendment except as specifically set forth in this Amendment or the Agreement.

* * *

Docusign Envelope ID: 32B23702-2638-8035-8182-A00B8863811F


IN WITNESS WHEREOF, the Company and Hilco have executed and delivered this Second Amendment as of the Effective Date.

HILCO MERCHANT RESOURCES, LLC

By: _____
Name: Eric Kaup
Title: Authorized Signatory

HILCO REAL ESTATE, LLC

By: _____
Name: Eric Kaup
Title: Authorized Signatory

GORDON BROTHERS RETAIL PARTNERS, LLC

By: _____
Name:
Title:

WEST MARINE PRODUCTS, INC.

By: Paulee Day
Name: Paulee Day
Title: President/CEO

Docusign Envelope ID: 562CC764-EAE6-80D3-8007-B63458A09481


IN WITNESS WHEREOF, the Company and Hilco have executed and delivered this Second Amendment as of the Effective Date.

HILCO MERCHANT RESOURCES, LLC

By: _____
Name: Eric Kaup
Title: Authorized Signatory

HILCO REAL ESTATE, LLC

By: _____
Name: Eric Kaup
Title: Authorized Signatory

GORDON BROTHERS RETAIL PARTNERS, LLC

By: DocuSigned by: Rick Edwards 8DBA48849AC540D...
Name: Rick Edwards
Title: Head North America Retail

WEST MARINE PRODUCTS, INC.

By:_____
Name:
Title:

# EXHIBIT 1 – EARLY STORES

**I. Designated Early Stores with incremental expenses affecting the Supplemental Budget**

75 00075- WM Toledo
185 00185- WM Burlington
514 00514- WM Lafayette
517 00517- WM Watertown
577 00577- WMX Monterey
1219 01219- WM Reno
1238 01238- WM Ocean City
1335 01335- WM North Myrtle Beach
1341 01341- WM Columbia
5540 05540- WMX Vineyard Haven

**II. Early Stores without incremental expenses and no impact on Supplemental Budget**

35 00035- WM Deerfield Beach
84 00084- WM Portland
150 00150- WM Chula Vista
155 00155- WM Pt. Charlotte
188 11188- Cape May
516 00516- WM Edgewater
560 00560- WM Rock Hall
1215 01215- WM Oceanside
1233 01233- WM Grand Haven
1328 01328- WM Spring Hill
5534 05534- WMX Oriental

**EXHIBIT 2**
**SUPPLEMENTAL EARLY CLOSURE BUDGET**

# West Marine
## Exhibit 1

**Supplemental Early Closure Budget[1]**

| | |
|---|---|
| **Advertising** | |
| Digital & Media | - |
| Signs (2) | - |
| Sign Walkers/Drivers | - |
| Subtotal Advertising | - |
| **Supervision** | |
| Fees / Wages / Expenses (3) | 47,261 |
| Subtotal Supervision | 47,261 |
| **Miscellaneous** | |
| Legal (4) | - |
| Other Miscellaneous | - |
| Subtotal Miscellaneous | - |
| Total Expenses | 47,261 |

[1] This Supplemental Early Closure Budget (1) contemplates incremental supervision required for early exit of the designated Early Closure Stores, and is in addition and does not replace, any other budgets, (2) includes sales tax, and (3) includes deferred compensation and insurance. Any legal expenses associated with issues raised by or disputes with landlords, including (without limitation) negotiations in respect of landlord side letters, shall be in addition to and not part of the budgeted legal expenses.

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| WEST MARINE, LLC,[1] | ) | Case No. 26-10794 (KBO) |
| Reorganized Debtor. | ) | |

**CERTIFICATE OF SERVICE**

I, Marcy J. McLaughlin Smith, do hereby certify that, on October 19, 2026, I caused a copy of the *Request for Allowance and Payment of Administrative Expense Claim of Hilco Merchant Resources, LLC* to be served via the Court's Electronic Filing (CM/ECF) system on all parties registered to receive electronic notices in this case, and via electronic-mail upon the parties listed below:

| | |
|---|---|
| Kirkland & Ellis LLP<br>Matthew C. Fagen<br>matthew.fagen@kirkland.com<br>Brian J. Nakhaimousa<br>brian.nakhaimousa@kirkland.com<br>Trevor Eck<br>trevor.eck@kirkland.com<br><br>***Counsel to the Reorganized Debtor*** | *Young Conaway Stargatt & Taylor, LLP*<br>Michael R. Nestor<br>mnestor@ycst.com<br>Kara Hammond Coyle<br>kcoyle@ycst.com<br>Shella Borovinskaya<br>sborovinskaya@ycst.com<br>Kristin L. Cardoza<br>kcardoza@ycst.com<br>***Counsel to the Reorganized Debtor*** |

[1] The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is West Marine, LLC (5502). The Reorganized Debtor's mailing address for purposes of this case is 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301. The chapter 11 cases of the Reorganized Debtor's affiliates, 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), were closed as of September 16, 2026. All motions and contested matters that remained open as of the closing of such cases, or that are opened after the date thereof, are administered in the remaining chapter 11 case of West Marine, LLC, Case No. 26-10794 (KBO).

| | |
|---|---|
| *Kelley Drye & Warren LLP*<br>Jason R Adams<br>jadams@kelleydrye.com<br>Maeghan J. McLoughlin<br>mmcloughlin@kelleydrye.com<br>Eric R. Wilson<br>ewilson@kelleydrye.com<br>***Counsel to West Marine GUC Trust*** | *Benesch Friedlander Coplan & Aronoff LLP*<br>Jennifer R. Hoover<br>jhoover@beneschlaw.com<br>Melissa Sobrepera<br>msobrepera@beneschlaw.com<br><br>***Counsel to West Marine GUC Trust*** |
| Linda J. Casey<br>Linda.Casey@usdoj.gov<br>***Office of the United States Trustee*** | |

Dated: October 19, 2026
Wilmington, Delaware

**WOMBLE BOND DICKINSON (US) LLP**

*/s/ Marcy J. McLaughlin Smith*
Marcy J. McLaughlin Smith (No. 6184)
1313 North Market Street, Suite 1200
Wilmington, Delaware 19801
Telephone: (302) 252-4320
Facsimile: (302) 252-4330
Email: marcy.smith@wbd-us.com

*Counsel to Hilco Merchant Resources, LLC*