Fill in this information to identify the case:

Debtor West Marine Products, Inc.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 26-10801

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

AGB orlando Lee, LLc

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	AGB orlando Lee, LLC 8225 Los Pinos Circle Coral GAbles, fl 33143, us
Contact phone 3052516221	Contact phone 3052516221
Contact email contessalaw@gmail.com	Contact email contessalaw@gmail.com

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____



26108012610260000000000001

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 17016.39 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

lease of 670 Lee Road Orlando Fl

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☐ No

☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

26108012610260000000000001

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☑ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☑ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.	$ 17016.39

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2026
MM / DD / YYYY

/s/Paul N. Contessa
Signature

Print the name of the person who is completing and signing this claim:

Name: Paul N. Contessa
First name | Middle name | Last name

Title: Attorney for Creditor

Company: Paul Contessa and Assoc. LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

26108012610260000000000001

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1786 | International (310) 751-2686

Debtor:
26-10801 - West Marine Products, Inc.
District:
District of Delaware

Creditor:
AGB orlando Lee, LLc
AGB Orlando Lee, LLc c/o Paul N. Contessa, Esq.
15321 south dixie highway
suite 207
Miami, Florida, 33157
US
Phone:
3052516221
Phone 2:
Fax:
3052519793
Email:
contessalaw@gmail.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:
AGB orlando Lee, LLC
8225 Los Pinos Circle
Coral GAbles, fl, 33143
us
Phone:
3052516221
Phone 2:
Fax:
3052519793
E-mail:
contessalaw@gmail.com
DISBURSEMENT ADDRESS

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
lease of 670 Lee Road Orlando Fl

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
17016.39

Includes Interest or Charges:
No

Has Priority Claim:
Yes

Priority Under:
11 U.S.C. §507(a)(2): 17016.39

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
Yes
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Paul N. Contessa on 26-Oct-2026 6:40:51 a.m. Pacific Time
Title:
Attorney for Creditor
Company:
Paul Contessa and Assoc. LLC

VN: FC3EF9EE702647313D1B7609107E45B7

Fill in this information to identify the case:	
Debtor 1	WEST MARINE PRODUCTS, INC.
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	_____ District of _____
Case number	26-10801

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

AGB Orlando Lee, LLc
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

AGB Orlando Lee, LLC/ c/o Paul Contessa
Name
15321 South Dixie Highway #207
Number Street
Miami FI 33157
City State ZIP Code

Contact phone _____
Contact email _____

Where should payments to the creditor be sent? (if different)

AGB Orlando Lee, LLC
Name
8225 Los Pinos Circle
Number Street
Coral Gables FI 33143
City State ZIP Code

Contact phone _____
Contact email _____

Uniform claim identifier (if you use one):

_ _

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 17,016.39 **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Post Petition Property Taxes on Lease

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☑ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☑ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

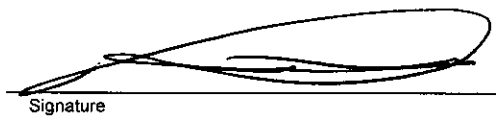
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2026
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name: Paul N. Contessa, Esq.
First name | Middle name | Last name

Title:

Company: Paul Contessa & Associates, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 15321 South Dixie Highway #207
Number Street

Miami, FI 33157
City | State | ZIP Code

Contact phone: 305 251-6221 Email: contessalaw@gmail.com

Print Date: 10/19/2026 System Refresh Date: 10/19/2026

670 Lee Rd 02-22-29-0000-00-003

Name(s):
AGB ORLANDO LEE LLC

Physical Street Address:
670 Lee Rd

Property Use:
1125 - Retail Big Box Sm

Mailing Address On File:
8225 Los Pinos Cir
Coral Gables, FL 33143-6422
Incorrect Mailing Address?

Postal City and Zip:
Orlando, FL 32810

Municipality:
Un-incorporated



Upload Photos

Property Name:
West Marine

View 2026 Property Record Card

PROPERTY FEATURES | VALUES, EXEMPTIONS AND TAXES | SALES | MARKET STATS | LOCATION

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	%	Assessed Value	%
2026 ✓ MKT	$1,902,168	$831,430	$81,800	$2,815,398	4.4%	$2,815,398	4.4%
2025 ✓ MKT	$1,745,107	$868,870	$81,800	$2,695,777	9.0%	$2,695,777	9.0%
2024 ✓ MKT	$1,662,011	$728,713	$81,800	$2,472,524	-13.2%	$2,472,524	17.9%
2023 ✓ MKT	$1,889,629	$901,362	$59,000	$2,849,991	N/A	$2,096,940	N/A

Tax Year Benefits	Original Homestead	Additional Hx	Other Exemptions	SOH CAP	Tax Savings
2026 ✓			$0		$0
2025 ✓			$0		$0
2024 ✓			$0		$0
2023 ✓			$0		$6,805

2026 Taxable Value and Certified Taxes

Tax Year: 2026 | 2025 | 2024 | 2023

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	%	Taxes	Tax Breakdown
Public Schools: By State Law (Rle)	$2,815,398	$0	$2,815,398	3.0950	-3.3%	$8,713.66	19%
Public Schools: By Local Board	$2,815,398	$0	$2,815,398	3.2480	0.0%	$9,144.41	20%
General County	$2,815,398	$0	$2,815,398	4.4347	0.0%	$12,485.45	28%
Unincorporated County Fire	$2,815,398	$0	$2,815,398	2.8437	0.0%	$8,006.15	18%
Unincorporated Taxing District	$2,815,398	$0	$2,815,398	1.8043	0.0%	$5,079.82	11%
Library - Operating Budget	$2,815,398	$0	$2,815,398	0.3748	0.0%	$1,055.21	2%
St Johns Water Management District	$2,815,398	$0	$2,815,398	0.1793	0.0%	$504.80	1%
Totals				15.9798		$44,989.50	

Non-Ad Valorem Assessments

2026 Non-Ad Valorem Assessments

Levying Authority	Assessment Description	Units	Rates	Assessment
COUNTY SPECIAL ASSESSMENT	LEE & WYMORE - LIGHT - (407)836-5770	262.22	1.32	$346.13
				$346.13

MAY 17 - SEPT 30 = 137 DAYS

$137/365 \times 45335.63 = 17016.39$

2026 Gross Tax Total: $45,335.63

2026 Tax Savings Tax Savings
Your taxes without exemptions would be: $44,989.50
Your ad-valorem tax with exemptions is: - $44,989.50

Providing You A Savings Of: = $0.00

DocuSign Envelope ID: CDE685FB-C8E0-4E90-BB30-825E36026E15

AMENDMENT NO. 2 TO LEASE

THIS AMENDMENT NO. 2 TO LEASE ("Amendment") is made and entered into as of the 24th day of January 2023 by and between by and between James A. Friedberg and Samuel Israel, Co-Trustees of the Ervin and Susanne Bard Family Trust ("Landlord"), as successor-in-interest to South, LLC, a cancelled California limited liability company ("South"), and West Marine Products, Inc., a Florida corporation ("Tenant"), with reference to the following facts:

A. South and Tenant entered into that certain Lease Agreement dated as of February 29, 2012, as amended by that certain First Amendment of Lease dated as of September 15, 2017 (as amended, the "Lease"), relating to that certain real property located at 670 Lee Road, Orlando, FL 32810-5610 (the "Demised Premises").

B. Landlord is the successor-in-interest to South with respect to the landlord's interest in the Lease.

C. Tenant, originally a California corporation, has re-domesticated in Florida, and now is a Florida corporation.

D. Landlord and Tenant desire to amend the Lease further, under the terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. *Definitions*. Unless otherwise defined in this Amendment, terms defined in the Lease shall have the same respective meanings when used in this Amendment.

2. *Renewal of Lease Term*. The Term is extended for a period of seven (7) years, commencing June 1, 2023 and expiring on May 31, 2030 (the "Renewal Term"). "Term" shall mean the Term, as so extended.

3. *Base Rent During Renewal Term*. Base rent during the Renewal Term ("Rent") shall be as follows:

Lease Year	Commencing	Ending	Annual Rent	Monthly Rent
1	6/1/2023	5/31/2024	193,781.04	16,148.42
2	6/1/2024	5/31/2025	214,179.00	17,848.25
3	6/1/2025	5/31/2026	214,179.00	17,848.25
4	6/1/2026	5/31/2027	214,179.00	17,848.25
5	6/1/2027	5/31/2028	214,179.00	17,848.25
6	6/1/2028	5/31/2029	224,887.92	18,740.66
7	6/1/2029	5/31/2030	224,887.92	18,740.66

4. *HVAC System.* With reference to Section 12(B) of the Lease, Tenant has informed Landlord that the Demised Premises contains four (4) HVAC units, as follows:

Unit #	Make	Model	Serial #	Age	Size
1	Trane	TCD180B300EA	N10101165D	24 years	15 tons
2	Trane	TCD091B300BC	N04102533D	24 years	7.5 tons
3	Trane	TCD121C300AA	N05100511D	24 years	10 tons
4	Trane	TCD049C300BC	N06101032D	24 years	4 tons

5. *Exterior Painting.* Tenant shall arrange for exterior painting of the Demised Premises within two (2) months after the date hereof. Landlord and Tenant each shall pay fifty (50%) of the cost of such exterior painting. Except for such one-time cost sharing arrangement, Tenant exclusively shall remain responsible for all costs of painting the Demised Premises as set forth in Section 12(A) of the Lease.

6. *Renewal Options.* Section 5 of the Lease is amended in its entirety to read as follows:

> "Landlord grants to Tenant two (2) separate options ("Options") to extend the Term for two (2) separate consecutive additional periods (hereinafter "Renewal Periods") of five (5) years each on the same terms and conditions as set forth in this Lease for the Term, except that Rent during the Renewal Periods shall be the Fair Market Value Rent as set forth in Section 6 of the Lease. Tenant shall exercise each Option by delivery of written notice to Landlord on or before the date that is nine (9) months before the expiration of the Term or Renewal Period then in effect (the date Tenant gives such notice in compliance with the foregoing conditions is referred to herein as an "Exercise Date"). Tenant shall not be entitled to exercise any Option, and all Options shall lapse, if Tenant is in default under this Lease beyond any applicable cure period. If any Option is duly exercised, the Term shall be extended automatically for the period of the Renewal Period, without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this Lease, except that Rent during the Renewal Period shall be the Fair Market Value Rent as set forth in Section 6 of the Lease and Tenant shall have one (1) fewer exercisable Option."

7. *Notices.* Section 28 of the Lease is amended in its entirety to read as follows:

> "Any notice, request, demand or other communication given with reference to this Lease shall be in writing and shall be (a) delivered personally; (b) sent overnight by FedEx, UPS or another nationally recognized commercial overnight courier service (a "Courier Service"); (c) sent by US Postal Service Priority Mail (or its official premium replacement service with tracking information); or (d) sent by US Postal Service certified or registered mail, return receipt requested. Any such notice or other communication shall be deemed given (a) when delivered personally; (b) when tendered to a Courier Service in time to guarantee overnight delivery and with all charges prepaid; or (c) when deposited in the United States mail and with all postage prepaid (provided that any deposit made after the latest collection time shall be deemed made on the next business

DocuSign Envelope ID: CDE685FB-C8E0-4E90-BB30-825E36026F15

day). Any such notice or other communication shall be deemed received upon delivery or actual receipt, or two (2) business days after the postmark or receipt date from the United States Postal Service. Any such notice or other communication shall be correctly addressed as follows or to such other address as a party hereto may, from time to time, notify the other parties in accordance with the provisions of this Section:

Landlord:
James A. Friedberg, Co-Trustee,
Ervin and Susanne Bard Family Trust
1801 Century Park East, Suite 2400
Los Angeles, CA 90067

Tenant:
West Marine Products, Inc.
1 E. Broward Blvd, Suite 200
Fort Lauderdale, FL 33301

and to:

Samuel Israel, Co-Trustee
Ervin and Susanne Bard Family Trust
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

8. *Ratification*. Except as expressly amended in this Amendment, all terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

LANDLORD:

James A. Friedberg, Co-Trustee, Ervin and Susanne Bard Family Trust, successor-in-interest to South, LLC, a cancelled California limited liability company

Samuel Israel, Co-Trustee, Ervin and Susanne Bard Family Trust, successor-in-interest to South, LLC, a cancelled California limited liability company

TENANT:

WEST MARINE PRODUCTS, INC., a Florida corporation

By: DocuSigned by: Paulee Day

Name: Paulee Day

Title: Chief Legal and Human Resources Officer

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") dated as of August __, 2025 (the "Effective Date"), is by and between **Orlando Lee LLC**, a Delaware limited liability company ("Assignor"), and **AGB Orlando Lee LLC**, a Florida limited liability company ("Assignee").

WHEREAS, Assignor Orlando Lee LLC as Seller, and Assignee AGB Orlando Lee LLC, a Florida limited liability company, as Purchaser (by assignment from George Busher) ("Purchaser"), have entered into that certain Purchase and Sale Agreement dated as of June 6, 2025, as amended (the "Purchase Agreement"), providing for, among other things, the transfer and sale by Assignor to Purchaser of Contracts, Warranties and Permits (capitalized terms used herein and otherwise not defined shall have the meaning given in the Purchase Agreement); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Permits, Warranties and the Contracts relating to the Parcel being conveyed by Assignor to Assignee including, without limitation, as more particularly listed in Exhibit A attached hereto (collectively, the "Assigned Contracts");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does here by convey and assign to Assignee , its successors and assigns, all of Assignor's right, title and interest in and to the Assigned Contracts (and Assignor covenants to cooperate with Assignee to secure performance by any warrantor for any work under such Assigned Contracts); provided, however, that to the extent the assignment of any Assigned Contract shall require the consent of any other party, this Agreement shall not constitute a contract to assign the same or any rights or liabilities thereunder if an attempted assignment thereof would cause a breach of the terms of the Assigned Contract, and the assignment of such Assigned Contract shall not be effective unless and until the consent of such other party s hall have been obtained. Assignor shall obtain the written consent of any third party necessary to assign the Assigned Contracts from Assignor to Assignee.

2. Binding Agreement. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. Interpretation. If there is any conflict as to the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

4. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located applicable to contracts made and performed entirely therein.

5. Headings. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

6. Counterparts. The parties agree that this Agreement may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date set forth above.

ASSIGNOR:

Orlando Lee LLC, a Delaware limited liability company

By: **ARCTRUST Investments Manager, LLC**, a Delaware limited liability company, its Manager

By: _____
Name: Gary S. Baumann
Title: Authorized Representative

ASSIGNEE:

AGB Orlando Lee LLC, a Florida limited liability company

By: _____
Name: George Busher
Title:

EXHIBIT "A"

1. FORTIS – Roof Warranty for 670 Lee Road, Orlando, Florida 32810 effective April 25, 2024 and expiring April 25, 2036 at midnight.
2. SUN CITY HEATING & AIR CO. – AC Warranty for 670 Lee Road, Orlando, Florida 32810 effective June 20, 2025 and expiring June 20, 2023 for parts and June 20, 2045 for heat exchanger parts.