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?**

Back Cove Company

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)
Back Cove Company Fred Quesada PO Box 7525 Portland, ME 04112, United States	
Contact phone 2078074983	Contact phone _____
Contact email fquesada@forerivercompany.com	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? _____

26108012610280000000000004

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?** $ 298851.80 . **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

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.** $ 0

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

☑ No

☐ Yes. Identify the property: _____

26108012610280000000000004

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)(__) 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.

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 10/28/2026
MM / DD / YYYY

/s/Fred Quesada
Signature

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

Name: Fred Quesada
First name Middle name Last name

Title: vp

Company: Back Cove Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

26108012610280000000000004

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:
Back Cove Company
Fred Quesada
PO Box 7525

Portland, ME, 04112
United States
Phone:
2078074983
Phone 2:
Fax:
Email:
fquesada@forerivercompany.com

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

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Lease

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
298851.80

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
Yes, 0
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:
Fred Quesada on 28-Oct-2026 12:05:55 p.m. Pacific Time
Title:
vp
Company:
Back Cove Company

VN: A90D621F6E1887DE76DC359B45D195F7

DocuSign Envelope ID: 7FB26790-71CA-495B-A263-BECE791154B9

EIGHTH AMENDMENT OF LEASE

THIS EIGHTH AMENDMENT OF LEASE is made and entered into June 17, 2022, by and between Back Cove Company, (hereinafter called "Landlord") and West Marine Products, Inc., a Florida corporation (hereinafter called "Tenant").

RECITALS

A. By lease agreement dated September 1, 1994 (the "Original Lease"), as amended by (a) undated memorandum confirming lease term and the like, (b) letter agreement dated December 16, 1994, (c) letter agreement dated May 22, 1995, (d) Landlord Subordination dated February 6, 2003, (e) First Amendment of Lease dated August 18, 2004, (f) Second Amendment of Lease dated October 19, 2009, (g) Third Amendment of Lease dated October 5, 2010, (h) Fourth Amendment of Lease dated September 26, 2011, (i) Fifth Amendment of Lease dated September 6, 2012, (j) Sixth Amendment of Lease dated June 16, 2014,and (k) Seventh Amendment of Lease dated June 6, 2017, (hereinafter collectively "Lease"), Landlord leased to Tenant an approximately eight thousand, one hundred seventy (8,170) square-foot premises located at 127 Marginal Way, Portland, ME 04101 (the "Demised Premises"). The Demised Premises is more particularly described in the Lease.

B. Landlord and Tenant now desire to further amend the Lease in certain respects.

AGREEMENT

For and in consideration of the recitals above made and the promises and agreements that follow, and other good and valuable consideration, the parties agree as follows:

1. Extension of Current Lease Term. Landlord and Tenant do hereby agree to extend the term of the Lease (the "Term") for a period of five (5) years through February 29, 2028. The Base Rent shall remain unchanged through the end of the current Term on February 28, 2023 at a monthly amount of thirteen thousand six hundred sixteen dollars and 67 cents ($13,616.67), ($163,400.04 annually).

   During the extended Term, the Base Rent shall increase on March 1, 2023 and on commencement of the third and the fifth year of the extended Term, to the following amounts:

Lease Year Commencing	Base Rent per Month	Base Rent Annualized
3/1/2023	18,552.71	222,632.50
3/1/2024	18,552.71	222,632.50
3/1/2025	19,139.53	229,674.37
3/1/2026	19,139.53	229,674.37
3/1/2027	19,744.91	236,938.97

   and Tenant shall continue to pay its proportionate share of CAM Expenses as provided in the Lease.

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2. Exclusion from CAM. From January 1, 2023, the Original Lease shall be revised in two places to increase from $500 to $1,000 the threshold for cost of repairs to be excluded from CAM expense and instead paid by Landlord,, as follows:

(a) The first full paragraph of Section 1.7 of the Original Lease shall be revised to read:

> Landlord and Tenant agree that, notwithstanding the above, Landlord shall, as provided in §3.2, be responsible for paying the cost of all repairs (other than costs attributable to damage caused by Tenant, its agents, employees and invitees or attributable to additions, fixtures or improvements provided by Tenant) the cost of which is in excess of $1,000 for any one repair, and such repairs shall not be considered a CAM expense.

(b) The second bullet of Section 3.2 of the Original Lease shall be revised to read:

> Capital repairs and improvements (any repair or improvement which costs in excess of $1,000 for any one repair or improvement, other than costs attributable to damage caused by Tenant, its agents, employees and invitees or attributable to additions, fixtures or improvements provided by Tenant).

3. Lender Consent. Landlord hereby represents and warrants that no Lender Consent is required to enter into this agreement.

4. Counterparts. This Amendment may be executed in counterparts which, when taken together, will be considered to be one and the same instrument. When a party transmits this amendment signed by it to the other party by facsimile or email, it will be considered to be binding in the same manner as if a counterpart manually signed by the transmitting party had been physically delivered to the other party.

5. Defined Terms. Unless otherwise defined in this Amendment, all capitalized terms and phrases used in this Amendment shall have the same meaning attributed to them in the Lease.

6. Affirmation. Except as modified by this Amendment, the Lease remains unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment.

LANDLORD:	TENANT:
Back Cove Company,	West Marine Products, Inc.
DocuSigned by: By: Peter Quesada 4E3F3EC0DF174A4...	DocuSigned by: By: C L Miller 05FFC8B182AC47C...
Peter W. Quesada	Cheryl Miller
Vice President	CFO

Fore River Company 5 Milk Street P.O. Box 7525 Portland, ME 04112 (207) 772-6404

Memorandum for: Tenants at 127 Marginal Way
From Peter Quesada
Date December 10, 2025
Re: Calendar 2026 CAM Budget

Enclosed is the calendar 2026 CAM Budget relating to your lease at 127 Marginal Way in Portland, ME (Back Cove Company, landlord).

Your new monthly estimated CAM is shown on the bottom of the attached spreadsheet. Please start paying this new amount January 1. The enclosed spreadsheet shows, by line item, what we expect to spend on operating expenses this year.

Notable changes to the 2026 CAM budget include the following:

- Higher Grounds Maintenance and lower Parking Lot Maintenance attributable to timing of various tasks.
- Higher real estate tax expense attributable to a revaluation as of July 1, 2025. The City's implementation of the revaluation resulted in each tenant having to pay its Proportionate Share of real estate taxes, as opposed to prior years where the City assessed the Walgreen premises at a disproportionately high rate, allowing other tenancies to pay at a disproportionately lower rate.

As always, we retain individual prior year invoices for your review. Please let us know if you have any questions. We will be sending out a 2025 CAM reconciliation in the new year. We appreciate your tenancy and appreciate any feedback on operations so we can improve where necessary.

Enclosure (Calendar 2026 CAM Budget)

Back Cove Company - - 127 Marginal Way, Portland, ME							
Budget Year	**2026**						
			2026		**2026**	**2026**	
			Budgeted Building Total by Category		West Marine Store 0084 Budget Total by Category	West Marine Store 0084 % of Line Item	
Proportionate Share in Lease:						**29.65%**	
Security/Alarm/Sprinklers (R)			4,524		1,341	29.65%	
Cleaning (R)			51		15	29.65%	
Parking Lot Maintenance (R)			12,807		3,797	29.65%	
Electrical Repair (R)			600		178	29.65%	
Plumbing (R)			650		291	44.75%	
Painting (R)			600		325	54.19%	
Grounds (R)			18,026		5,345	29.65%	
Roof (R)			1,206		-	-	
Snow Removal (R)			41,636		12,345	29.65%	
Rubbish Removal (R) --Allocation based on share of weekly demand.			6,846		3,710	54.19%	
HVAC Repair: Walgreens responsible for its own maint, repairs and replacements (out of CAM budget): other tenants budgeded based on proportionate share, but reconcile based on each tenant's actual.			3,700		2,005	54.19%	
Misc. (shared use of 161 storage shed for tools, & supplies)			220		65	29.65%	
Interior Bldg. Maint. (R)--common utilty room only			100		30	29.65%	
Exterior Bldg. Maint. (R)			204		111	54.19%	
Electricity (R)			2,244		665	29.65%	
Water & Sewer ®			1,228		353	28.74%	
Property Insurance (R)			4,317		1,280	29.65%	
Special Real Estate Taxes (R) -			5,299		1,571	29.65%	
Real Estate Taxes (R) - Allocation by Proportionate Share			85,773		25,433	29.65%	
	Real Estate Taxes--July 2025 and forward						
Total Expenses Before Mgt Fee, (includes RE Tax).			190,031		58,860	30.97%	
Management Fee					8,038.66		
Total Expenses With Mgt Fee:					66,898.94		
Annual CAM Budget					**66,898.94**		
Monthly CAM Budget					**5,574.91**		

Ruth Demers

From: Ruth Demers
Sent: Monday, December 15, 2025 11:38 AM
To: leaseadmin@westmarine.com; Ginny Pepin-Donat
Subject: store # 0084
Attachments: West Marine 2026 CAM budget transmittal.pdf

Hi Ginny,

I have attached the 2026 CAM budget for your location at 127 Marginal Way in Portland, Maine. Please call or email with any questions.

Thanks,
Ruth

Ruth Demers
Fore River Company
5 Milk Street
PO Box 7525
Portland, ME 04112
(207) 879-1671
(207) 772-9078 fax
Direct line: (207) 772-8286 x205
rdemers@forerivercompany.com