UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	
	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Related Docket No. 267**
	)	

HARKEN INCORPORATED'S OBJECTION TO NOTICE OF CURE AMOUNTS CONTAINED IN THE DEBTORS' NOTICE OF POTENTIAL ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS OR LEASES

Harken Incorporated ("Harken"), through its counsel, files this Objection to the cure amounts contained in the Debtors' Notice of Potential Assumption or Assumption and Assignment of Certain Contracts or Leases (the "Cure Notice") [Dkt. No. 267]. To the extent the Debtors seek to assume the Agreements (defined below) and lists Harken as a redacted Counterparty, Harken submits this Objection and states as follows:

1. On May 17, 2026 (the "Petition Date"), West Marine, Inc. and certain of its debtor-affiliates (collectively, "Debtors"), filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code before the United States Bankruptcy Court for the District of Delaware.

2. The Debtors have continued to operate their businesses and manage their affairs as "debtor[s] in possession" under 11 U.S.C. § 1107(a). *See also* 11 U.S.C. § 1108.

3. On May 18, 2026, the Debtors filed a motion [Dkt. No. 49] (the "Bidding Procedures Motion") seeking entry of an order approving the Debtors' proposed procedures for

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: West Marine, Inc. (5502); Marine One Holdco, LLC (2231); Marine One Parent, Inc. (0402); Rising Tide Holdings Inc. (2628); Rising Tide Parent Inc. (6153); Seascapes, Inc. (3739); W Marine Management Company, Inc. (4151); and West Marine Products, Inc. (4523). For purposes of these chapter 11 cases, the Debtors' service address is West Marine Headquarters, 1 East Broward Blvd., Suite 200, Fort Lauderdale, FL 33301.

the assumption and assignment of certain executory contracts and unexpired leases in connection with the sale of all or substantially all of the Debtors' assets (the "Assumption and Assignment Procedures").

4. On June 10, 2026, the Court entered an order granting the Debtors' Bidding Procedures Motion (the "Bidding Procedures Order") [Dkt. No. 225] approving, among other things, the Assumption and Assignment Procedures.

5. The Assumption and Assignment Procedures contained within the Bidding Procedures Order required the Debtors to file a schedule listing the contracts that are proposed to be assumed and assigned as part of a sale together with providing a "Cure Cost" for each contract that the Debtors may potentially assume and assign as part of the sale of their assets. [Dkt. No. 225 at 16].

6. On June 17, 2026, the Debtors filed the Cure Notice, along with Schedule I attached thereto [Dkt. No. 267]. Schedule I sets forth the contracts that the Debtors may potentially assume and assign as part of the sale. Per the Assumption and Assignment Procedures, Schedule I also contains the Debtors' proposed "Cure Costs" for each contract it will potentially assume and assign.

7. In Schedule I to the Cure Notice, the Debtors identify numerous contracts with the name of the Contract Counterparty redacted, which it asserts are subject to assumption and assignment. (Dkt. No. 267, Cure Notice, at 9). Because it is unclear whether any Harken contracts are included in the Cure Notice, Harken files this Objection out of an abundance of caution to ensure its rights are not waived.

8. Harken, as vendor, and Debtors as buyers are parties to the following prepetition agreements:

a. West Marine's Standard Terms and Conditions;

b. West Marine's Vendor Guide (revised August 7, 2018);

c. Harken Sales Policy with Ex. A Terms of Sale (effective January 1, 2026); and

d. Various Purchase Orders.

Collectively, the foregoing prepetition agreements are referred to herein as the "Agreements."

9. Pursuant to the Agreements, the Debtors agreed to purchase and Harken agreed to supply certain goods that the Debtors sold in its stores or advertised for sale on their websites.

10. Pursuant to the Agreements, Harken sold certain goods to the Debtors on credit prior to the Petition Date. As of the date of this Objection, the unpaid balance due to Harken under the Agreements is $404,795.79.

11. Assuming the Debtors intended to include the Agreements and list Harken as a redacted Counterparty in Cure Notice, the Cure Notice asserts that the Debtors' cost to cure the Agreements is $0.00. *See* Cure Notice, Schedule I, at 9. However, the actual amount due to cure the Agreements based on the goods Harken sold and delivered to the Debtors prepetition is $404,795.79, plus any additional amounts that accrue and become due between the date the Cure Notice was issued and the date that the Agreements are assumed and assigned ("Cure Amount"). The amounts comprising the Cure Amount are itemized on **Exhibit 1** attached to this Objection and incorporated herein.

CURE CLAIM OBJECTION

12. Section 365 provides:

> (b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee--

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> (A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . . ;
>
> (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
>
> (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

13. Accordingly, a debtor must cure all existing defaults and provide adequate assurance of future performance under the contracts to be assigned. *In re Kiwi Intern. Air Lines, Inc.*, 344 F.3d 311, 318 (3d. Cir. 2003); *In re Network Access Solutions Corp.,* 330 B.R. 67, 76 (Bankr. D. Del. 2005). Where, as is the case with the Agreements here, the parties intended certain agreements to be interdependent, the Debtors must treat the contracts as a singular unit, to be assumed or rejected together. *See Philip Servs. Corp. v. Luntz (In re Philip Servs., Inc.)*, 284 B.R. 541, 547-48 (Bankr. D. Del. 2002) (All contracts that comprise an integrated agreement must either be assumed or rejected, since they all make up one contract); *and In re Atl. Computer Sys., Inc.,* 173 B.R. 844, 849 (S.D.N.Y. 1994) (Where various instruments are deemed a single contract, debtor cannot assume only the benefits while rejecting the obligations of the bargain).

14. Assuming the Debtors intended to include Agreements and list Harken as a redacted Counterparty in Cure Notice, Harken does not object per se to the assumption and assignment of the Agreements; however, the Debtors must assume and/or assign the Agreements as one integrated agreement—it cannot assume and assign the Agreements piecemeal. *See id.*

15. Again, to the extent the Debtors seek to assume the Agreements, Harken objects to the Cure Notice because the Debtors incorrectly allege that their cure obligation to assume the Agreements is $0.00. *See* Cure Notice, Schedule I, at p. 9. The Debtors fail to provide for payment

of the Cure Amount (defined above) due to Harken pursuant to the Agreements, plus any additional amounts that may become due to Harken through the effective date of assumption.

RESERVATION OF RIGHTS

16. Harken hereby reserves its rights to make such other and further objections as may be appropriate, including, but not limited to, objecting regarding adequate assurance of future performance under 11 U.S.C. § 365.

CONCLUSION

17. For the reasons set forth above, Harken respectfully requests that this Court: (i) sustain this Objection; (ii) to the extent the Debtors seek to assume the Agreements, require as a condition of assumption that the Debtors assume the Agreements as one integrated contract; (iii) to the extent the Debtors seek to assume the Agreements, require as a condition of assumption that the Debtors pay $404,795.79 to cure the outstanding obligations under the Agreements as they exist as of the date of the Cure Notice, plus pay all additional amounts that may become due prior to the effective date of any assumption of the Agreements; and (iv) grant Harken such further relief as this Court deems proper.

(*Signature page to follow*)

Dated: July 1, 2026
Wilmington, DE

SULLIVAN NIMEROFF BROWN HILL LLP

<u>/s/ William A. Hazeltine</u>
William A. Hazeltine (No. 3294)
919 North Market Street, Suite 420
Wilmington, DE 19801
Tel: (302) 428-8191
Fax: (302) 428-8195
Email: whazeltine@snbhlaw.com

and

QUARLES & BRADY LLP

<u>/s/ L. Katie Mason</u>
L. Katie Mason (WI: 1060063)
(pro hac vice pending)
411 E. Wisconsin Avenue, Suite 2400
Milwaukee, WI 53202
Telephone: (414) 277-3018
Email: Katie.Mason@quarles.com

Counsel for Harken Incorporated

CERTIFICATE OF SERVICE

I, William A. Hazeltine, hereby certify that on the 1st day of July 2026, a copy of the foregoing *Harken Incorporated's Objection to Notice of Cure Amounts Contained in the Debtors' Notice of Potential Assumption or Assumption and Assignment of Certain Contracts or Leases* was electronically filed and served via CM/ECF on all registered users of that system in accordance with Del. Bankr. L.R. 9036-1(b), and a courtesy copy was served via Electronic Mail on the parties listed below.

Proposed Counsel to the Debtors:

Matthew C. Fagen, P.C.
Brian Nakhaimousa
Trevor Eck
Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
matthew.fagen@kirkland.com
brian.nakhaimousa@kirkland.com
trevor.eck@kirkland.com

Michael R. Nestor
Kara Hammond Coyle
Shella Borovinskaya
Kristin L. Cardoza
Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
mnestor@ycst.com
kcoyle@ycst.com
sborovinskaya@ycst.com
kcardoza@ycst.com

Proposed Counsel to the Official Committee of Unsecured Creditors:

Eric Wilson
Jason Adams
Maeghan McLoughlin
Andres Barajas
Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
ewilson@kelleydrye.com
jadams@kelleydrye.com
mmcloughlin@kelleydrye.com
abarajas@kelleydrye.com

Christopher Samis
R. Stephen McNeill
Sarah Gladieux
Ice Miller LLP
500 Delaware Avenue, Suite 220
Wilmington, DE 19801
christopher.samis@icemiller.com
steve.mcneill@icemiller.com
sarah.gladieux@icemiller.com

U.S. Trustee:

Linda Casey
Office of the United States Trustee
for the District of Delaware
844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
linda.casey@usdoj.gov

July 1, 2026	/s/ William A. Hazeltine
Date	William A. Hazeltine