IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WEST MARINE, INC., *et al.*,[1]	)	Case No. 26-10794 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket Nos. 245 & 246**

ORDER (I) AUTHORIZING THE DEBTORS TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS ADMINISTRATIVE ADVISOR, EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

Upon the application (the "Section 327(a) Application")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order"), (a) authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as its Administrative Advisor in the these chapter 11 cases, effective as of the Petition Date, and (b) granting related relief, as more fully described in the Section 327(a) Application; and upon the First Day Declaration and Gershbein Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. §157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Section 327(a) Application in this district is proper pursuant to

[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.

[2] All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Section 327(a) Application.

28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Section 327(a) Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Section 327(a) Application and opportunity for a hearing on the Section 327(a) Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Section 327(a) Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"), if any; and this Court having determined that the legal and factual bases set forth in the 327(a) Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The relief requested in the Section 327(a) Application is hereby granted as set forth herein.

2. The Debtors are authorized under section 327(a) of the Bankruptcy Code to employ and retain Verita as their Administrative Advisor in accordance with the terms set forth in the Section 327(a) Application and the Engagement Agreement effective as of the Petition Date. Notwithstanding the terms of the Engagement Agreement attached to the Section 327(a) Application as Exhibit C, the Section 327(a) Application is approved solely as set forth in this Order.

3. Verita is authorized to perform the Administrative Services described in the Section 327(a) Application and set forth in the Section 327(a) Application and the Engagement Agreement, and to take such other action to comply with all duties set forth in the Section 327(a) Application and the Engagement Agreement.

4. In addition to the services set forth in the Section 327(a) Application and the Engagement Agreement, Verita is authorized to provide other bankruptcy administration services as the Debtors and the Clerk of the Court may request from time to time.

5. Verita shall apply to this Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in these chapter 11 cases regarding professional compensation and reimbursement of expenses.

6. Verita is authorized to first apply its retainer to all pre-petition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

7. Verita shall not be entitled to recover attorneys' fees or expenses for defending its fee applications in this Court.

8. The limitation of liability provision in Section VIII.B. of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

9. The Debtors shall indemnify the Indemnified Parties (as defined in the Engagement Agreement) under the terms of the Engagement Agreement, as modified pursuant to this Order.

10. The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.

11. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify the Indemnified Parties, or provide contribution or reimbursement to the Indemnified Parties, for any losses, claims, damages, judgments, liabilities

or expense that are either: (a) judicially determined (the determination having become final) to have arisen from Verita's gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations, if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.)*, 315 F.3d 217 (3d Cir. 2003); or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Indemnified Parties should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.

12. Before the earlier of: (a) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (b) the entry of an order closing these chapter 11 cases, should Verita believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Verita must file an application in this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by this Court approving such application and the payment requested therein. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution or reimbursement.

13. The Debtors and Verita are authorized to take all steps necessary or appropriate to carry out this Order.

14. In the event of any inconsistency between the Engagement Agreement, the Section 327(a) Application, and this Order, the terms of this Order shall govern.

15. Notice of the Section 327(a) Application as provided therein shall be deemed good and sufficient notice of such Section 327(a) Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

16. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: July 1st, 2026
Wilmington, Delaware

KAREN B. OWENS
CHIEF JUDGE