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. 241 & 242**

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF PWC US TAX LLP AS TAX SERVICES PROVIDER TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

Upon the application (the "Application")[2] of the Debtors for entry of an order (this "Order") authorizing the retention and employment of PwC US Tax LLP ("PwC US Tax") as tax services provider to the Debtors, effective as of the Petition Date, as more fully set forth in the Application and pursuant to the terms and conditions of the Engagement Letters, subject to the limitations and modifications provided for herein; and it appearing that this Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); 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 this matter being a core proceeding within the meaning of 28 U.S.C. §157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding

[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 used but otherwise not defined herein shall have the meanings given to them in the Application.

and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that PwC US Tax does not hold or represent an interest adverse to the Debtors or their estates and is disinterested under 11 U.S.C. § 101(14); and this Court having found based on the representations made in the Application and in the Furst Declaration that the relief requested in the 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 Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the 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 Application and at the Hearing, if any, 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 Application is granted as set forth herein.

2. The Debtors are authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a) and Local Rules 2014-1 and 2016-1, to employ and retain PwC US Tax as tax services provider to the Debtors, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letters, as limited and modified by this Order.

3. The terms and conditions of PwC US Tax's employment as provided in the Engagement Letters are reasonable and are hereby approved as set forth herein. Further, the Fee and Expense Structure, as set forth in the Engagement Letters, is approved and PwC US Tax shall

be compensated and reimbursed in accordance with the terms of the Engagement Letters, subject to this Court's approval.

4. PwC US Tax may file monthly, interim, and/or final fee applications for allowance of its compensation and reimbursement of its expenses with respect to services rendered in these chapter 11 cases with this Court in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court, and solely as to a fixed fee portion of engagement, PwC US Tax shall be excused from keeping time records for services rendered in one-tenth (0.10) of an hour increments. .

5. PwC US Tax shall include in its fee applications: (a) a narrative summarizing each project category and the services rendered under each project category; (b) a project-category based summary of services rendered to the Debtors, identifying each professional rendering services, the number of hours expended by each professional, and the amount of compensation requested with respect to the services rendered; and (c) reasonably detailed records of time, in half-hour (0.50) increments for fixed fee engagements and in tenth of an hour (0.10) increments for hourly fee arrangements, describing the services rendered by each professional and the amount of time spent on each date.

6. Solely as to any fixed fee compensation requests: (i) PwC US Tax shall be excused from keeping time records in tenth of an hour (0.10) increments; and (ii) any objections related thereto shall be subject only to the standard of review set forth in section 328 of the Bankruptcy Code, and shall not be subject to the standard of review in section 330 of the Bankruptcy Code or any other standard of review, *provided, however*, the U.S. Trustee shall retain all rights to respond or object to PwC US Tax's fee applications for compensation and requests for reimbursement of

expenses paid to PwC US Tax pursuant to the Application and the Engagement Letters based on the reasonableness standard pursuant to Section 330 of the Bankruptcy Code.

7. If the Debtors request and PwC US Tax agrees to provide additional services, PwC US Tax and the Debtors may enter into additional agreements, statements of work or amendments with respect to the Engagement Letters. Any additional agreements, statements of work or amendments will be filed with this Court and served on the applicable notice parties, and, absent any objections filed within fourteen (14) days after the filing and service of such supplemental declaration, PwC US Tax's employment and retention, including as to the additional agreements, statements of work, amendments and/or services, shall continue as authorized pursuant to this Order.

8. Prior to any increases in PwC US Tax's rates for any individual retained by PwC US Tax and providing services in these cases, PwC US Tax shall file a supplemental declaration with this Court and provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and counsel to the Official Committee of Unsecured Creditors. The supplemental declaration shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including the reasonableness standard provided for in section 330 of the Bankruptcy Code and all rates and rate increases are subject to review by this Court.

9. Notwithstanding anything in the Application or the Engagement Letters, if any services are to be performed by any affiliate of a PwC US Entity for whom disclosures were not included in the Application, such disclosures, shall be promptly filed either as part of a supplement to the disclosures in Schedule 2 on behalf of that affiliate by PwC US Tax or that affiliate shall

promptly file an appropriate disclosure regarding any connections they may have with parties in interest in these chapter 11 cases, as well as disclosure regarding their disinterestedness. To the extent that PwC US Tax uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, PwC US Tax shall (i) pass through the cost of such Contractors to the Debtors at the same rate that PwC US Tax pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for PwC US Tax; and (iv) file with this Court such disclosures required by Bankruptcy Rule 2014(a) with respect to such Contractors.

10. The terms of the Engagement Letters, including without limitation, the Indemnification Provisions, are reasonable terms and conditions of employment and are hereby approved, and the Debtors shall indemnify PwC US Tax under the terms of the Engagement Letters, subject, during the pendency of these chapter 11 cases, subject to the following conditions:

a. Subject to the provisions of (b) and (c) below, the Debtors are authorized to indemnify, contribute, or reimburse, and shall indemnify, contribute, or reimburse PwC US Tax and the PwC Parties (as that term is defined in the Engagement Letters) (the "Indemnified Person(s)") for any claims arising from, related to, or in connection with services to be provided by the Indemnified Persons as specified in the Application, the Furst Declaration, and the Engagement Letters, but not for any claim arising from, related to, or in connection with any Indemnified Person's post-petition performance of any other services, other than those in connection with the engagement, unless such post-petition services are approved by this Court;

b. Notwithstanding anything to the contrary in the Engagement Letters, the Debtors shall have no obligation to indemnify any Indemnified Person, or provide contribution or reimbursement to any Indemnified Person, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen primarily from any Indemnified Person's gross negligence, willful misconduct, fraud, or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of PwC US Tax's contractual obligations, unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Company Co.*, 315 F.3d 217 (3d Cir. 2003) ; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which the Indemnified Person should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letters, as modified by this Order; and

c. If, before the earlier of (i) 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 (ii) the entry of an order closing these chapter 11 cases, an Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letters (as modified by this Order), including without limitation, the advancement of defense costs, the Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by any Indemnified Person for indemnification, contribution and/or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Persons.

11. To the extent that the provisions of this Order are inconsistent with the provisions of the Application, the Engagement Letters, or the Furst Declaration, the provisions of this Order shall govern.

12. Notwithstanding anything to the contrary in the Application, the Furst Declaration or the Engagement Letters, any limitation of liability provision in the Engagement Letters shall be of no force and effect as to any services provided pursuant to this Order.

13. Notwithstanding anything in the Application or the Engagement Letters to the contrary, termination of PwC US Tax's retention shall only commence upon entry of an order by this Court terminating PwC US Tax's retention.

14. The Debtors and PwC US Tax are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

15. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of the Local Rules are satisfied by such notice.

16. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

17. Notwithstanding any provision to the contrary in the Application, the Engagement Letters, or the Furst Declaration, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order. For the avoidance of doubt, during the pendency of the Debtors' bankruptcy cases, any provision of the unmodified Engagement Letters that provides for mediation or arbitration shall not be applicable unless this Court lacks or declines to exercise jurisdiction.

Dated: July 1st, 2026
Wilmington, Delaware

KAREN B. OWENS
CHIEF JUDGE