



Order Filed on September 8, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

DAMIS Holdings LLC, *et al.*,
Debtors.

Chapter 11

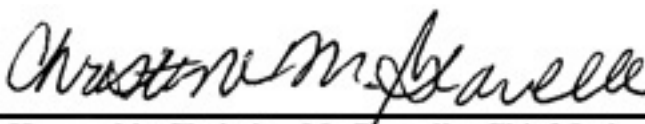
Case No. 26-16439 (CMG)

(Jointly Administered)

**ORDER (I) APPROVING SALE PROCEDURES; (II) APPROVING
PROCEDURES TO DESIGNATE STALKING HORSE BIDDERS AND
PROVIDE BID PROTECTIONS; (III) SCHEDULING BID DEADLINES
AND AUCTIONS; (IV) APPROVING NOTICE OF THE AUCTION AND A
HEARING ON APPROVAL OF THE SALE; (V) APPROVING PROCEDURES FOR
THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES; (VI) APPROVING THE FORM AND MANNER OF
NOTICE THEREOF; AND (VII) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through twenty-four (24), is hereby **ORDERED**.

DATED: September 8, 2026


Honorable Christine M. Gravelle, Chief Judge
United States Bankruptcy Judge

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Upon consideration of the motion (the “Motion”)¹ of the above-captioned debtors and debtors in possession (together, the “DAMIS Debtors”),² pursuant to sections 105, 363, 365, and 503 of the Bankruptcy Code; Bankruptcy Rules 2002, 6004, 6006, and 9014; and Local Rule 6004-2, for entry of an order (a) approving the sale procedures attached as **Exhibit 1** to the Sale Procedures Order (the “Sale Procedures”) for the sales (the “Sales”) of applicable DAMIS Debtors’ assets (the “Assets”) to proceed in accordance with the process set forth in the Sale Procedures, and the form and manner of notices in connection with the Sale Procedures; (b) approving procedures to designate one or more stalking horse bidders and provide appropriate bid protections; (c) establishing procedures to conduct one or more auctions (each, an “Auction”) and setting a timeline for submissions of higher and better bids and hearings to consider approval of each applicable Sale (each, a “Sale Hearing”), including treatment of executory contracts and unexpired leases; (d) authorizing the DAMIS Debtors to enter into private sale transactions; (e) approving notice of the Auction and Sale Hearing and related notices; (f) approving procedures for the assumption and assignment of an applicable DAMIS Debtors’ executory contracts and

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Motion or Sale Procedures, as applicable.

² A complete list of the DAMIS Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the DAMIS Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/DAMIS/>. The location of DAMIS Holdings LLC’s principal place of business and the DAMIS Debtors’ service address in these chapter 11 cases is 50 Quality Street, #110357, Trumbull, CT 06611.

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unexpired leases as part of any Sale (the “Assignment Procedures”); and (g) granting related relief; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the Standing Order; and the Court having found that venue of the Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given except as set forth herein with respect to the Auctions, the Sale Hearings, and the potential assumption and assignment of the executory contracts and unexpired leases; and a reasonable opportunity to object to or be heard regarding the relief provided herein has been afforded to parties-in-interest pursuant to Bankruptcy Rule 6004(a); and upon the record of the hearing and all of the proceedings had before this Court; and the Court having found that the relief sought in the Motion is in the best interests of the DAMIS Debtors, their estates, their creditors, and all other parties in interest; and the Court having found that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

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IT IS HEREBY FOUND AND DETERMINED THAT:³

A. The Sale Procedures are fair, reasonable, and appropriate, and are designed to maximize the value to be achieved from the Sales.

B. The Sale Procedures comply with the requirements of Local Rule 6004-2(b).

C. The procedures for designating one or more Stalking Horse Bidders and providing the Authorized Bid Protections or seeking approval of Bid Protections in excess of the Authorized Bid Protections are appropriate and reasonable under the circumstances.

D. The Assignment Procedures provided for herein are fair, reasonable, and appropriate and consistent with the provisions of section 365 of the Bankruptcy Code.

E. The DAMIS Debtors have articulated good and sufficient business reasons for this Court to approve the Sale Procedures and the Assignment Procedures.

F. The Notice of Auction & Sale Hearing is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction(s), the Sale(s), the Sale Procedures, and the Assignment Procedures to be employed in connection therewith, including, without limitation: (i) the date, time and place of the Auction(s) (if held); (ii) the Sale Procedures

³ The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

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and the dates and deadlines related thereto; (iii) the timeline for objection to the Sale(s) and the scheduling of the date, time, and place of the Sale Hearing(s); (iv) identification of the Assets that may be sold in each Sale; and (v) representations describing the Sale(s) as being free and clear of liens, claims, interests, and other encumbrances, with all such liens, claims, interests, and other encumbrances attaching with the same validity and priority to the proceeds of the Sale(s); and no other or further notice of the Sale(s) shall be required.

G. The Notice of Potential Assumption & Assignment is appropriate and reasonably calculated to provide each non-debtor party to any Contracts (such parties, collectively, the “Non-Debtor Counterparties”) with proper notice of the Assignment Procedures. The inclusion of any Contract on a Notice of Potential Assumption & Assignment does not constitute an admission that a particular Contract is an executory contract or unexpired lease of property or require or guarantee that such Contracts will be assumed and assigned and all rights of the DAMIS Debtors with respect thereto are reserved.

H. No further notice beyond that described in the foregoing paragraphs is required in connection with the Sale(s).

I. The entry of this order (this “Sale Procedures Order”) is in the best interests of the DAMIS Debtors, their estates, their creditors, and other parties-in-interest.

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IT IS HEREBY ORDERED THAT:

1. The Motion is granted as and to the extent set forth herein.
2. All objections to the Motion or the relief provided herein, as they pertain to the entry of this Sale Procedures Order, that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits.

The Sale Procedures

3. The Sale Procedures, attached hereto as **Exhibit 1**, are incorporated herein and approved and shall apply with respect to the Sale(s). The DAMIS Debtors are authorized to take all actions reasonable and necessary or appropriate to implement the Sale Procedures.

4. The DAMIS Debtors are authorized to conduct the bidding process in accordance with the Sale Procedures and the terms hereof, and without the necessity of complying with any state or local bulk transfer laws or requirements applicable to the DAMIS Debtors.

5. Nothing herein or in the Sale Procedures authorizes the disposition of any sale proceeds, which shall be subject to further order of the Court.

Stalking Horse Designation Procedures and Bid Protections

6. Following entry of this Sale Procedures Order, the DAMIS Debtors shall be authorized, but not obligated, in an exercise of their business judgment and after consulting with the Consultation Parties and obtaining the Consent (as defined below) of the Secured Lender for

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whom the Assets that are subject to a proposed stalking horse designation serve as the collateral for obligations owed to such Secured Lender, to select one or more Potential Bidders to act as the stalking horse bidders (each, a “Stalking Horse Bidder”) for any subset of the Assets, and may agree to provide such Stalking Horse Bidder certain bid protections, including an expense reimbursement and/or a break-up fee to be paid in full in cash from the proceeds of the Sale of such Assets (the “Bid Protections”); *provided that* the DAMIS Debtors are authorized to provide a Stalking Horse Bidder with a break-up fee (the “Break-Up Fee”) in an amount not to exceed two percent (2.0%) of the proposed cash portion of the purchase price and/or expense reimbursement in an amount not to exceed one percent (1.0%) of the proposed cash portion of the purchase price (the “Expense Reimbursement,” and, together with the Break-Up Fee, the “Authorized Bid Protections”); *provided further that* any Bid Protections in excess of the Authorized Bid Protections shall be subject to approval by the Court, which the DAMIS Debtors may seek, after consulting with the Consultation Parties and obtaining the Consent of the Secured Lender for whom the Assets that are subject to a proposed stalking horse designation serve as the collateral for obligations owed to such Secured Lender, in accordance with the Sale Procedures and the filing of a Stalking Horse Supplemental Motion; *provided, further*, that the DAMIS Debtors shall not pay Bid Protections to any Stalking Horse Bidder(s) on account of the portion of the Purchase Price of such Bid that is a credit bid, assumption of liabilities, or other non-cash (or cash

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equivalent) consideration, nor provide any Bid Protections to an insider or affiliate of the DAMIS Debtors. For the avoidance of doubt, the Secured Lender may not withhold its Consent to a designation of a Stalking Horse Bidder solely due to the provision of the Authorized Bid Protections.

7. Potential Bidders (other than any Stalking Horse Bidder) shall not be allowed any break-up, termination, or similar fee with respect to any Assets. Moreover, neither Potential Bidders nor any Stalking Horse Bidder (excluding any Authorized Bid Protections provided to any Stalking Horse Bidder in accordance with the terms hereof or excess Bid Protections provided to any Stalking Horse Bidder in accordance with the terms hereof and approved by the Court) shall be entitled to a claim for substantial contribution pursuant to section 503 of the Bankruptcy Code, or the payment of any broker fees or costs, unless specifically agreed to by the DAMIS Debtors upon consultation with the Consultation Parties and, to the extent such substantial contribution claim would be paid from the proceeds of the sale of a Secured Lender's collateral, with the Consent of such Secured Lender, and approval by order of the Court.

8. The procedures for designating one or more Stalking Horse Bidders, providing the Authorized Bid Protections, and seeking approval of additional Bid Protections are appropriate and reasonable under the circumstances and are approved.

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9. The Stalking Horse Notice, substantially in the form attached to the Sale Procedures Order as **Exhibit 2**, is sufficient to provide effective notice of the DAMIS Debtors' designation of a Stalking Horse Bidder and provision of the Authorized Bid Protections and is approved.

10. Notwithstanding anything to the contrary herein, no Stalking Horse Notice, Stalking Horse Supplemental Motion, Notice of Auction & Sale Hearing (only if filed without a Stalking Horse Bidder having been designated for the Sale of the applicable Assets), or Private Sale Notice for the Sale of any Assets that constitute collateral securing the obligations of any applicable Secured Lender shall be filed without the prior written consent (not to be unreasonably withheld) of such Secured Lender if the proposed Purchase Price for such Assets would be insufficient to indefeasibly pay in full in cash all outstanding obligations owed to such party that are secured by such Assets (the "Consent"). For the avoidance of doubt and the sake of clarity, if the proposed Purchase Price for the Sale of any Assets would be insufficient to indefeasibly pay in full in cash all outstanding obligations owed to the applicable Secured Lender that are secured by such Assets, the commencement of any process under these Sale Procedures for the Sale of such Assets shall require the applicable Secured Lender's Consent.

11. Notwithstanding anything to the contrary herein, no bid shall be deemed a Qualified Bid if it includes either any (i) releases of (a) any of the DAMIS Debtors; (b) any non-debtor affiliates of the DAMIS Debtors; (c) Michael Shabsels or his family members or entities owned or

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controlled by Michael Shabsels or his family members; (d) David Shabsels or his family members or entities owned or controlled by David Shabsels or his family members; (e) Mark Graham or his family members or entities owned or controlled by Mark Graham or his family members; (f) any officers, directors, direct or indirect equity owners, membership interest holders, or insiders of any DAMIS Debtor; or (g) with respect to each of the foregoing in clauses (a) through (f) hereof, any affiliates thereof, or (ii) any claims or causes of action of the DAMIS Debtors' estates without the prior written consent, not to be unreasonably withheld, of the Committee.

Auction and Sale Hearing

12. **Notice Procedures.** On or before two (2) business days after the date of filing of each Stalking Horse Notice or the Court's entry of an order approving a Stalking Horse Supplemental Motion, as applicable, the DAMIS Debtors will cause the Notice of Auction & Sale Hearing, to be filed (the date of such filing, the "Sale Commencement Date") and sent by email, where available, and by first-class mail upon:

- a. Counsel to the Official Committee of Unsecured Creditors, (i) Paul Hastings LLP, Attn: Kristopher Hansen (krishansen@paulhastings.com), Erez Gilad (erezgilad@paulhastings.com), and Gabe Sasson (gabesasson@paulhastings.com), and (ii) Connell Foley LLP, Attn: Robert Malone (rmalone@connellfoley.com), Brett Theisen (btheisen@connellfoley.com), and Kyle McEvelly (kmcevilly@connellfoley.com);
- b. All persons known or reasonably believed to have asserted an interest in the subject Assets;

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- c. The Non-Debtor Counterparties to the applicable Contracts;
- d. The Attorneys General in the State(s) where the subject Assets are located;
- e. All federal, state, and local taxing authorities in the State(s) where the subject Assets are located;
- f. All parties that have asserted liens against the subject Assets;
- g. All parties included on the DAMIS Debtors' consolidated creditor matrix and all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002; and
- h. The Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee"), One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov).

13. In the event the DAMIS Debtors receive interest from parties with respect to the Assets, or any subset of the Assets (the "Acquisition Package"), but no party desires to serve as a Stalking Horse Bidder, the DAMIS Debtors are authorized, with prior consultation with the Consultation Parties, to commence a process for the Sale of the Acquisition Package through the filing and service of a Notice of Auction & Sale Hearing as outlined above, identifying the Assets that are part of the applicable Acquisition Package and establishing the Sale Commencement Date and related deadlines consistent with the timeline set forth herein.

14. If the DAMIS Debtors file a Notice of Auction & Sale Hearing without designating a Stalking Horse Bidder, the DAMIS Debtors shall file a form of Purchase Agreement (the "Form APA") and form of order authorizing and approving the Sales free and clear of liens, claims, rights,

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encumbrances, and other interests (the “Form Sale Order”) contemporaneously with the Notice of Auction & Sale Hearing, and the Notice of Auction & Sale Hearing shall be updated accordingly.

15. The Notice of Auction & Sale Hearing, substantially in the form attached hereto as **Exhibit 3**, and service thereof is sufficient to provide effective notice to all interested parties of, *inter alia*, the Sale Procedures, each Auction, Sale Hearing, and Sale, and the Assignment Procedures in accordance with Bankruptcy Rules 2002 and 6004, as applicable, and is approved.

16. In addition to the foregoing, the DAMIS Debtors shall post each Notice of Auction & Sale Hearing and the Sale Procedures Order on the website of the DAMIS Debtors’ claims and noticing agent, Kroll Restructuring Administration, on the date that the DAMIS Debtors file the former and the Court enters the latter.

Assignment Procedures

17. The following Assignment Procedures shall govern any applicable assumption and assignment of Contracts in connection with the Sale(s), and any objections related thereto:

- a. By 4:00 p.m. (ET) on the date that is three (3) business days after the Sale Commencement Date, the DAMIS Debtors shall file with this Court and serve the Notice of Potential Assumption & Assignment on each Non-Debtor Counterparty to each of the Contracts related to the applicable Acquisition Package.⁴ In the event that the DAMIS Debtors identify any

⁴ The DAMIS Debtors shall also serve the Notice of Potential Assumption & Assignment on (i) ComputerShare Trust Company, National Association, as Trustee for the Registered Holders of Benchmark 2025-V18 Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2025-V18 in the above cases; (ii) Computershare Trust Company, N.A., as Trustee for the benefit of the registered holders of BANK5 2023-5YR1, Commercial Mortgage Pass-Through Certificates, Series 2023-5YR1; (iii) Computershare Trust Company, National

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applicable Non-Debtor Counterparties that were not served with the Notice of Potential Assumption & Assignment, the DAMIS Debtors may subsequently serve such Non-Debtor Counterparty with a Notice of Potential Assumption & Assignment, and the following procedures will nevertheless apply to such Non-Debtor Counterparty; *provided, however*, that the Cure Cost/Assignment Objection Deadline (defined below) with respect to such Non-Debtor Counterparty shall be 4:00 p.m. (ET) on the date that is **fourteen (14) days following service of the Notice of Potential Assumption & Assignment.**

- b. Each Notice of Potential Assumption & Assignment served on each Non-Debtor Counterparty shall (i) identify each Contract; (ii) list the proposed calculation of the cure amounts that the DAMIS Debtors' analysis indicates must be paid to cure all defaults outstanding under the Contract as of such date (the "Cure Costs"); (iii) include a statement that assumption and assignment of such Contract is not required or guaranteed; and (iv) inform such Non-Debtor Counterparty of the requirement to file any Cure Cost/Assignment Objections (defined below) by the Cure Cost/Assignment Objection Deadline (defined below), subject to reasonable revision by the DAMIS Debtors. Service of a Notice of Potential Assumption & Assignment does not constitute an admission that a particular Contract is an executory contract or unexpired lease of property or confirm that the DAMIS Debtors are required to assume and/or assign such Contract.
- c. Objections (each, a "Cure Cost/Assignment Objection"), if any, to (i) the scheduled Cure Costs and/or (ii) the proposed assumption, assignment, and/or transfer of such Contract (including the transfer of any related rights or benefits thereunder), other than objections that relate specifically to the identity of any Winning Bidder, must (x) be in writing; (y) state with specificity the nature of such objection, including the amount of Cure Costs in dispute; and (z) be filed with this Court and properly served on the Notice Parties no later than **fourteen (14) days following the filing of the Notice**

Association, as Trustee for the benefit of the registered holders of BBCMS Mortgage Trust 2025-C35, Commercial Mortgage Pass-Through Certificates, Series 2025-C35; and (iv) Wilmington Savings Fund Society, FSB, as Trustee, on behalf of the registered Holders of Benchmark 2026-B43 Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2026-B43.

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of Potential Assumption & Assignment (the “Cure Cost/Assignment Objection Deadline”), subject to the proviso in subparagraph (a) above.

- d. Objections (an “Adequate Assurance Objection”) of any Non-Debtor Counterparty related solely to the identity of and adequate assurance of future performance provided by the Winning Bidder must be filed by **4:00 p.m. (ET) on the day that is three (3) business days after the filing of the Notice of Winning Bidder** (the “Supplemental Sale Objection Deadline”); *provided, however*, that in the event that the DAMIS Debtors obtain a Stalking Horse Bid and file a Stalking Horse Notice, any objection of a Non-Debtor Counterparty related to the Stalking Horse Bid with respect to the identity of, and adequate assurance of future performance provided by, the Stalking Horse Bidder must be filed by the Initial Sale Objection Deadline of **seventeen (17) days after the Sale Commencement Date**.
- e. Any Non-Debtor Counterparty to a Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection or timely raise a Supplemental Sale Objection as provided herein will (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Contract in the event it is assumed and/or assigned by the DAMIS Debtors, and the DAMIS Debtors shall be entitled to rely solely upon the Cure Costs, (ii) be deemed to have consented to the assumption, assignment, and/or transfer of such Contract (including the transfer of any related rights and benefits thereunder) to the relevant Winning Bidder, and (iii) be forever barred and estopped from asserting or claiming against the DAMIS Debtors or the relevant Winning Bidder that any additional amounts are due or defaults exist, or that conditions to assumption, assignment, and transfer must be satisfied under such Contract, or that any related right or benefit under such Contract cannot or will not be available to the relevant Winning Bidder. If a Cure Cost/Assignment Objection is timely filed and properly served, the Resolution Procedures (as defined below) will apply.
- f. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of these Assignment Procedures, the DAMIS Debtors and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Court intervention

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(the “Resolution Procedures”). If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, this Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following paragraph.

- g. Consideration of unresolved Cure Cost/Assignment Objections and Supplemental Sale Objections relating to all Contracts, if any, will be held at the applicable Sale Hearing, *provided, however*, that (i) any Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection, (ii) the DAMIS Debtors, in consultation with the Consultation Parties and the Non-Debtor Counterparty to any Contract that is subject to a Cure Cost/Assignment Objection, may adjourn a Cure Cost/Assignment Objection, and (iii) the applicable Winning Bidder or the DAMIS Debtors, as required by the relevant Winning Bidder’s Purchase Agreement, shall pay any undisputed Cure Cost on or before the Closing Date, and shall be placed in escrow.
- h. A timely filed and properly served Cure Cost/Assignment Objection or a timely raised Supplemental Sale Objection will reserve the respective Non-Debtor Counterparty’s rights relating to the Contract but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the applicable Sale.
- i. The DAMIS Debtors’ assumption and/or assignment of a Contract is subject to approval by this Court and consummation of the applicable Sale. Absent consummation of the applicable Sale and entry of the relevant Sale Order, approving the assumption and/or assignment of the Contracts (with such Contracts being listed as an exhibit to the Sale Order), the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the DAMIS Debtors.

18. The Notice of Potential Assumption & Assignment, substantially in the form attached hereto as **Exhibit 4**, and the other Assignment Procedures set forth herein, are sufficient

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to provide effective notice pursuant to Bankruptcy Rules 2002(a)(2), 6004(a) and 6006(c) to the Non-Debtor Counterparties to the Contracts of the DAMIS Debtors' intent to potentially assume and assign some or all of the Contracts and are approved.

19. **Bid Deadline.** The Bid Deadline for submitting bids for the Assets shall be set forth in the Notice of Auction & Sale Hearing and shall be **no sooner than thirty (30) days after the Sale Commencement Date**. No bid shall be deemed to be a Qualified Bid unless such bid meets the requirements set forth in the Sale Procedures or is otherwise accepted by the DAMIS Debtors. Unless otherwise ordered by the Court, any Qualified Bidder that is a Secured Lender shall have the right, power, and authorization to credit bid all or a portion of such Secured Lender's secured claims within the meaning of, and in accordance with and subject to, section 363(k) of the Bankruptcy Code. For the avoidance of doubt, in the event that any Secured Lender or a designee of such Secured Lender elects to submit a credit bid (in accordance with the Auction procedures) at an Auction for any Assets that constitute collateral securing the obligations of such Secured Lender, such Secured Lender or such Secured Lender's agent or designee, if applicable, shall be a Qualified Bidder for purposes of the Auction and such Bid shall be a Qualified Bid so long as such Secured Lender, if such Bid is determined to be the Successful Bid, submits an executable Purchase Agreement, Sale Order, and Adequate Assurance Information for the Assets that are the subject of the Bid within twenty-four (24) hours of the Bid being selected as the Successful Bid;

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provided, however, that (i) such Bid shall not be required to serve as a Back-up Bidder subject to section I(iii)(I) of the Sale Procedures, (ii) such Secured Lender shall not be a Consultation Party for so long, and only for so long, as it is credit bidding, and (iii) *only if* such Secured Lender does not agree to credit bid on the same terms and conditions as provided in, as applicable, (a) the Stalking Horse Agreement and Stalking Horse Sale Order or (b) the Form APA and Form Sale Order, such Secured Lender has provided the DAMIS Debtors with the Secured Lender's proposed unexecuted form of Purchase Agreement (the "Credit Bid Purchase Agreement") and form of Sale Order (the "Credit Bid Sale Order") twenty-four (24) hours prior to the applicable Auction.

20. **Auction(s)**. The DAMIS Debtors may conduct one or more Auctions in accordance with the Sale Procedures. If at least two Qualified Bids (including any Stalking Horse Bid) are received by the applicable Bid Deadline, the DAMIS Debtors will conduct an Auction for the subject Assets in accordance with the Sale Procedures. The Auction shall commence **not less than three (3) days after the applicable Bid Deadline** at the offices of counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, New Jersey, 07932, or such later time or such other place, including virtually through Zoom or similar platform, as the DAMIS Debtors shall designate in accordance with the Sale Procedures. In the event the DAMIS Debtors designate a later time or place for an Auction, they shall (i) notify all Qualified Bidders who have submitted Qualified Bids with respect to the subject Assets, (ii) file notice of such

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change with this Court, and (iii) update, or shall cause the DAMIS Debtors' claims and noticing agent to update, the website of the DAMIS Debtors' claims and noticing agent to indicate the later time or place for the Auction. If the DAMIS Debtors receive a Stalking Horse Bid or only one Qualified Bid, but do not receive any other Qualified Bids for the Acquisition Package other than the Stalking Horse Bid or single Qualified Bid, prior to the Bid Deadline, the DAMIS Debtors (a) will not hold an Auction for the Acquisition Package and (b) will file with the Court within twenty-four (24) hours after the Bid Deadline, a Notice of Winning Bidder indicating that the Auction has been canceled and that the Stalking Horse Bid or single Qualified Bid received is deemed the Winning Bid for the Acquisition Package, and the Stalking Horse Bidder or Qualified Bidder deemed the Winning Bidder with respect thereto.

21. If the DAMIS Debtors do not receive a Stalking Horse Bid and do not receive any Qualified Bids prior to the Bid Deadline, the DAMIS Debtors may, in consultation with the Consultation Parties, (i) extend the Bid Deadline and postpone the Auction or (ii) cancel the Auction and terminate the proposed Sale of the Acquisition Package.

22. Each Auction will be conducted openly, and any creditor may be permitted to attend upon providing written notice to the DAMIS Debtors at least one (1) calendar day prior to the start of the applicable Auction.

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23. Each Qualified Bidder participating in an Auction will be required to confirm, in writing and on the record at each Auction, that (a) it has not engaged in any collusion with respect to the Bidding Process, (b) its Qualified Bid is a good faith, *bona fide* offer that it intends to consummate if selected as the Winning Bidder, and (c) it agrees to serve as the Back-Up Bidder if its Qualified Bid is the next highest and best bid after the Winning Bid with respect to the subject Assets.

24. As soon as practicable, and not later than twenty-four (24) hours following the conclusion of each Auction or, if an Auction is not held, the selection of the Winning Bidder, the DAMIS Debtors shall file the Notice of Winning Bidder, substantially in the form attached hereto as **Exhibit 5**. The Notice of Winning Bidder is sufficient to provide effective notice to all interested parties of, *inter alia*, the identity of the applicable Winning Bidder and the procedures for filing a Supplemental Sale Objection (as defined below) and is approved.

25. **Notice for Contract Counterparties.** Through the filing and service of the Notice of Winning Bidder, the DAMIS Debtors shall provide to any Non-Debtor Counterparty that is implicated by the Winning Bid (a) the identity of the Winning Bidder and (b) instructions for contacting the Winning Bidder to obtain Adequate Assurance Information from the Winning Bidder's representative. Each Non-Debtor Counterparty that receives Adequate Assurance Information shall keep such Adequate Assurance Information confidential and may, in the

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discretion of the Winning Bidder, be required to enter into appropriate confidentiality agreements, and shall be restricted from using or disclosing such information to any third party other than in connection with a Supplemental Sale Objection, and in the event such Non-Debtor Counterparty files any such Supplemental Sale Objection, it shall be permitted to file any portion of such pleading containing any Adequate Assurance Information under seal without any further order of this Court.

26. **Sale Hearing(s)**. Each Sale Hearing shall be held before this Court at the Court's earliest convenience on a date that is **not less than three (3) days following the Supplemental Sale Objection Deadline**, the date and time of which shall be set forth in the Notice of Auction & Sale Hearing, before the Honorable Christine M. Gravelle. At each Sale Hearing, the DAMIS Debtors will seek the entry of the applicable Sale Order, approving and authorizing the applicable Sale to the Winning Bidder, or Back-Up Bidder, as applicable. Each Sale Hearing (or any portion thereof) may be adjourned by this Court or the DAMIS Debtors from time to time without further notice other than by announcement of the adjournment in open court on the date scheduled for such Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Chapter 11 Cases.

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Objection Procedures

27. Any party that seeks to object to the relief requested in the Motion shall file a formal written objection that complies with the objection procedures as set forth herein and in the Motion, as applicable.

28. **Initial Sale Objection Deadline.** The deadline to object to the relief requested in the Motion for all parties other than the Consultation Parties, including entry of a proposed Sale Order, the identity of any Stalking Horse Bidder or the terms of any Stalking Horse Agreement (a “Initial Sale Objection”) is **seventeen (17) days after the Sale Commencement Date** (the “Initial Sale Objection Deadline”). An Initial Sale Objection must be filed with this Court and served in the manner set forth below no later than the Initial Sale Objection Deadline. Initial Sale Objections must state all applicable objections to the proposed Sale, including any objections to the proposed Sale Order.

29. Failure to file an Initial Sale Objection on or before the Initial Sale Objection Deadline (a) shall forever bar the assertion, whether at any Sale Hearing or thereafter, of any objection to the Motion, to the entry of the applicable Sale Order, and/or to the consummation and performance of the applicable Sale to the Winning Bidder and (b) for purposes of section 363(f)(2) of the Bankruptcy Code, shall be deemed to be “consent” to entry of the Sale Order and consummation of the applicable Sale and all transactions related thereto.

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30. In the event the DAMIS Debtors receive an Initial Sale Objection that cannot be consensually resolved, the DAMIS Debtors will request that the Court schedule an expedited hearing to consider the Stalking Horse Notice and the Initial Sale Objection prior to the Auction.

31. **Supplemental Sale Objection Deadline.** The deadline to object *solely* to (i) issues that could not have been raised by the Initial Sale Objection Deadline, (ii) the conduct of any Auction (if held), and (iii) solely with respect to Non-Debtor Counterparties to Contracts, the specific identity of and adequate assurance of future performance provided by the applicable Winning Bidder with respect to any Assumed Contract (each, a “Supplemental Sale Objection”) is the Supplemental Sale Objection Deadline of **4:00 p.m. (ET) on the day that is three (3) business days after the Auction or, if an Auction is not held, the selection of the Winning Bidder.** Notwithstanding anything to the contrary set forth in this Sale Procedures Order or the Sale Procedures, solely with respect to Consultation Parties, the deadline to object with respect to any issue (including issues that could have been raised by the Initial Sale Objection) shall be the Supplemental Sale Objection Deadline, *provided* that each Secured Lender shall be considered a Consultation Party for purposes of this paragraph notwithstanding the status of a Secured Lender’s credit bid. Any Supplemental Sale Objection must be raised on or before the Supplemental Sale Objection Deadline.

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32. Initial Sale Objections and Supplemental Sale Objections, if any, must be: (i) in writing; (ii) signed by counsel or attested to by the objecting party; (iii) in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (v) be filed with this Court and served on the following parties via email prior to the Initial Sale Objection Deadline or the Supplemental Sale Objection Deadline, as applicable:

- a. Counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com); Ian J. Bambrick (ian.bambrick@faegredrinker.com), Patrick A. Jackson (patrick.jackson@faegredrinker.com), Michael T. Gustafson (mike.gustafson@faegredrinker.com) and Sarah E. Silveira (sarah.silveira@faegredrinker.com);
- b. Counsel to the Official Committee of Unsecured Creditors, (i) Paul Hastings LLP, Attn: Kristopher Hansen (krishansen@paulhastings.com), Erez Gilad (erezgilad@paulhastings.com), and Gabe Sasson (gabesasson@paulhastings.com), and (ii) Connell Foley LLP, Attn: Robert Malone (rmalone@connellfoley.com), Brett Theisen (btheisen@connellfoley.com), and Kyle McEvelly (kmcevilly@connellfoley.com); and
- c. The Office of the United States Trustee for the District of New Jersey, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov) (collectively, the “Notice Parties”).

Other Relief Granted

33. Absent an order of this Court to the contrary, this Order shall be binding in all respects upon any examiners, “responsible persons,” or other fiduciaries appointed in the DAMIS Debtors’ bankruptcy cases.

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34. The DAMIS Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

35. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the stays provided for in Bankruptcy Rules 6004(h) and 6006(d) are waived and this Order shall be effective immediately and enforceable upon its entry.

36. In the event of any conflict between this Order and the Sale Procedures, this Order shall govern in all respects.

37. The requirements set forth in Local Rule 6004-2 are hereby satisfied or waived.

38. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT 1

Sale Procedures

SALE PROCEDURES

A. Overview

On June 4, 2026, the above-captioned debtors and debtors in possession (together, the “DAMIS Debtors”),¹ the debtors and debtors in possession in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of New Jersey (the “Court”). The Chapter 11 Cases have been consolidated for procedural purposes under the lead case *In re DAMIS Holdings LLC*, Case No. 26-16439 (CMG).

On {♦}, 2026, the Court entered an order (the “Sale Procedures Order”), which, among other things, authorized the DAMIS Debtors to solicit bids and approved these procedures (the “Sale Procedures”) for the consideration of the highest or otherwise best bid for all or substantially all of the DAMIS Debtors’ assets (the “Assets”), or any subset thereof, on the terms and conditions set forth herein.

The Sale Procedures describe, among other things: (i) the procedures for bidders to submit bids for any subset of Assets, including for submitting bids to serve as a stalking horse bidder; (ii) procedures for the DAMIS Debtors to (a) designate one or more Potential Bidders to serve as stalking horse bidder and (b) provide certain Authorized Bid Protections (as defined below) or seek approval of Bid Protections in excess of the Authorized Bid Protections (in accordance with these Sale Procedures, after consulting with the Consultation Parties and, as to Bid Protections in excess of the Authorized Bid Protections, subject to the Consent of the applicable Secured Lender); (iii) the manner in which bidders and bids become Qualified Bidders and Qualified Bids; (iv) the process for negotiating the bids received; (v) the conduct of each Auction if the DAMIS Debtors receive Qualified Bids; (vi) the procedure for the ultimate selection of any Winning Bidder; and (vii) the process for approval of each potential Sale.

B. Description of the DAMIS Debtors’ Business and Assets

The DAMIS Debtors own, lease, and operate various multifamily properties, offices, hotels, and retail spaces throughout the United States.

The DAMIS Debtors’ Assets include a mix of (i) properties that are owned outright by the DAMIS Debtors in fee simple (the “Owned Properties”) and (ii) rights and leasehold interests owned by the DAMIS Debtors consisting of 99-year ground leases between the DAMIS Debtors

¹ A complete list of the DAMIS Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the DAMIS Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/DAMIS/>. The location of DAMIS Holdings LLC’s principal place of business and the DAMIS Debtors’ service address in these chapter 11 cases is 50 Quality Street, #110357, Trumbull, CT 06611.

and the non-debtor entities that hold fee simple interests in the properties² (the “Leasehold Properties” and, together with the Owned Properties, the “Assets”).

Additional information regarding the Assets can be obtained by contacting the DAMIS Debtors’ real estate advisor, A&G Realty Partners, LLC, Attn: Emilio Amendola (emilio@agrep.com) and Andrew Graiser (andy@agrep.com).

C. Consultation Parties

The DAMIS Debtors and their advisors (i) will consult with the official committee of unsecured creditors appointed in the Chapter 11 Cases (a “Committee”) and any secured lender(s) asserting valid, perfected, and enforceable liens on the Assets of the applicable DAMIS Debtor whose Assets are the subject of the Sale (subject to any applicable challenge rights) (each, a “Secured Lender” and, together with the Committee, the “Consultation Parties”) and (ii) shall (a) coordinate the efforts of any Potential Bidders in conducting their respective due diligence; (b) evaluate bids from Potential Bidders on any set of Assets; (c) negotiate any bid made to acquire such Assets; and (d) make such other determinations as are provided in these Sale Procedures (collectively, the “Bidding Process”), in each case, in accordance with these Sale Procedures. The DAMIS Debtors will provide any valuation or appraisal information received from A&G Realty Partners, LLC, or otherwise, to the Consultation Parties within two (2) business days after receipt thereof. Neither the DAMIS Debtors nor their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets to any party that is not a Potential Bidder or a Consultation Party.

Except as explicitly set forth herein, nothing herein or contemplated hereby constitutes, or will be deemed to constitute or otherwise result in, the consent or approval of the Consultation Parties or any other party in interest to any Sale, Sale Order, or Bid, or to any agreement or motion or other pleading relating thereto, or the waiver or modification of any of the terms of, or any rights under, any existing agreement, instrument, or document, or any default arising thereunder or relating thereto, including the terms and rights under any cash collateral or post-petition financing order(s). Any and all rights of such parties and parties in interest to object or otherwise oppose any Sale, Sale Order, or Bid, or any agreement or pleading related thereto are hereby expressly preserved and reserved.

For the avoidance of doubt, upon the submission of a credit bid by a Secured Lender, such party shall no longer be considered a Consultation Party or permitted to receive the information and rights of a Consultation Party, as described in the Sale Procedures.

² The DAMIS Debtors reserve all rights as to the characterization of any property held by any related or unrelated non-debtor entities.

D. Summary of Important Dates

Date	Event
4:00 p.m. (ET) on the date that is seven (7) days after the filing of a Stalking Horse Supplemental Motion	Deadline to object to Stalking Horse Supplemental Motion
4:00 p.m. (ET) on the date that is three (3) business days after the Sale Commencement Date	Deadline to file the Notice of Potential Assumption & Assignment
4:00 p.m. (ET) on the date that is seventeen (17) days after the Sale Commencement Date (other than for any Consultation Party)	Initial Sale Objection Deadline
4:00 p.m. (ET) on the date that is fourteen (14) days after the filing of the Notice of Potential Assumption & Assignment	Cure Cost/Assignment Objection Deadline
5:00 p.m. (ET) on the date that is thirty (30) days after the Sale Commencement Date	Bid Deadline
Not less than three (3) days after the Bid Deadline	Auction if more than one competing Qualified Bid is received
Within twenty-four (24) hours following the conclusion of each Auction or, if an Auction is not held, the selection of the Winning Bidder	Deadline to file: (i) the Notice of Winning Bidder, (ii) the Winning Bidder's and Next Highest Bidder's proposed Purchase Agreements, (iii) the Purchase Agreement Redlines, (iv) the Winning Bidder's and the Back-Up Bidder's proposed sale orders, and (v) the Sale Order Redlines
4:00 p.m. (ET) on the date that is three (3) business days after the filing of the Notice of Winning Bidder	Supplemental Sale Objection Deadline
Noon on the day before the Sale Hearing	Supplemental Reply Deadline
Not less than three (3) days following the Supplemental Sale Objection Deadline	Sale Hearing
Fourteen (14) days of entry of the applicable Sale Order	Closing Date

E. Due Diligence

The DAMIS Debtors have posted copies of all material documents related to the Assets to the DAMIS Debtors' confidential electronic data room (the "Data Room"). To access the Data Room, a party must submit to the DAMIS Debtors' advisors (collectively, the "Due Diligence Requirements"):

- i. an executed confidentiality agreement in form and substance that is customary and reasonably satisfactory to the DAMIS Debtors (unless such party is already a party to an existing customary confidentiality agreement with the DAMIS Debtors that is reasonably acceptable to the DAMIS Debtors for this due diligence process, in which case such agreement shall govern); and
- ii. sufficient information, as reasonably determined by the DAMIS Debtors, in consultation with the Consultation Parties, to allow the DAMIS Debtors to determine, in their reasonable business judgment, that the interested party (i) has the financial wherewithal to consummate a Sale and (ii) intends to access the Data Room for a bona fide purpose consistent with these Sale Procedures and not for a purpose inconsistent with these Sale Procedures.

An interested party that meets the Due Diligence Requirements to the reasonable satisfaction of the DAMIS Debtors, in consultation with the Consultation Parties, shall be a "Potential Bidder." As soon as practicable, the DAMIS Debtors will provide such Potential Bidder access to the Data Room; *provided, however*, that such access may be terminated by the DAMIS Debtors in their reasonable discretion at any time for any reason whatsoever, including that a Potential Bidder does not become a Qualified Bidder, these Sale Procedures are terminated, the Potential Bidder breaches any obligations under its confidentiality agreement, the DAMIS Debtors become aware that information submitted by the Potential Bidder for requesting access to the Data Room is inaccurate or misleading, or the DAMIS Debtors become aware that a Potential Bidder intends to access the Data Room for a purpose inconsistent with these Sale Procedures. The DAMIS Debtors may restrict or limit access of a Potential Bidder to the Data Room if the DAMIS Debtors determine, based on their reasonable business judgment and in consultation with their advisors and the Consultation Parties, that certain information in the Data Room is sensitive, proprietary, or otherwise not appropriate for disclosure to such Potential Bidder.

Until the Bid Deadline, and except as otherwise provided herein, the DAMIS Debtors will provide any Potential Bidder with reasonable access to the Data Room and any additional information requested by a Potential Bidder (subject to any restrictions pursuant to applicable law or these Sale Procedures) that the DAMIS Debtors determine, in their reasonable business judgment, to be reasonable and appropriate under the circumstances. All additional due diligence requests shall be directed to the DAMIS Debtors' real estate advisor for the DAMIS Debtors, A&G Realty Partners, LLC, Attn: Emilio Amendola (emilio@agrep.com) and Andrew Graiser (andy@agrep.com).

Neither the DAMIS Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Assets to any person or entity who (i) is not a Potential Bidder, (ii) does not comply with the participation requirements set forth herein, or (iii) in the case of competitively sensitive information, is a competitor of the DAMIS Debtors in

the reasonable business judgment of the DAMIS Debtors in consultation with their advisors and the Consultation Parties.

F. Bid Deadline

A Potential Bidder shall deliver copies of its bid, in PDF and Word format, by email to:

- i. Real estate advisor for the DAMIS Debtors, A&G Realty Partners, LLC, Attn: Emilio Amendola (emilio@agrep.com) and Andrew Graiser (andy@agrep.com);
- ii. Counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com); Ian J. Bambrick (ian.bambrick@faegredrinker.com), Patrick A. Jackson (patrick.jackson@faegredrinker.com), Michael T. Gustafson (mike.gustafson@faegredrinker.com) and Sarah E. Silveira (sarah.silveira@faegredrinker.com); and
- iii. Counsel to the Official Committee of Unsecured Creditors, (i) Paul Hastings LLP, Attn: Kristopher Hansen (krishansen@paulhastings.com), Erez Gilad (erezgilad@paulhastings.com), and Gabe Sasson (gabesasson@paulhastings.com), and (ii) Connell Foley LLP, Attn: Robert Malone (rmalone@connellfoley.com), Brett Theisen (btheisen@connellfoley.com), and Kyle McEvilly (kmcevilly@connellfoley.com).

no later than thirty (30) days after the Sale Commencement Date (the “Bid Deadline”). If any constituent member of any Consultation Party has submitted a Bid, counsel to such Consultation Party shall take reasonable precautions to ensure such Bid materials are not made available to such Consultation Party’s constituent member that submitted such Bid.

The DAMIS Debtors, in turn, shall provide copies of all Bid materials to counsel for the Consultation Parties; *provided, however*, that the DAMIS Debtors shall have no obligation to provide Bid materials to counsel for any Consultation Party (i) once such party, or an affiliate thereof, has submitted a Bid and (ii) for so long as such Bid remains open; *provided further*, that if any constituent member of any Consultation Party has submitted a Bid, counsel to such Consultation Party shall be provided Bid materials after reasonable precautions have been taken by any applicable Consultation Party to ensure such Bid materials are not made available to such Consultation Party’s constituent member that submitted such Bid.

G. Consents

Notwithstanding anything to the contrary herein, no Stalking Horse Notice, Stalking Horse Supplemental Motion, Notice of Auction & Sale Hearing (only if filed without a Stalking Horse Bidder having been designated for the Sale of the applicable Assets), or Private Sale Notice for the Sale of any Assets that constitute collateral securing the obligations of any applicable Secured Lender shall be filed without the prior written consent (not to be unreasonably withheld) of such Secured Lender if the proposed Purchase Price for such Assets would be insufficient to indefeasibly pay in full in cash all outstanding obligations owed to such party that are secured by such Assets (the “Consent”). For the avoidance of doubt and the sake of clarity, if the proposed

Purchase Price for the Sale of any Assets would be insufficient to indefeasibly pay in full in cash all outstanding obligations owed to the applicable Secured Lender that are secured by such Assets, the commencement of any process under these Sale Procedures for the Sale of such Assets shall require the applicable Secured Lender's Consent.

Notwithstanding anything to the contrary herein, no bid shall be deemed a Qualified Bid if it includes any (i) releases of (a) any of the DAMIS Debtors; (b) any non-debtor affiliates of the DAMIS Debtors; (c) Michael Shabsels or his family members or entities owned or controlled by Michael Shabsels or his family members; (d) David Shabsels or his family members or entities owned or controlled by David Shabsels or his family members; (e) Mark Graham or his family members or entities owned or controlled by Mark Graham or his family members; (f) any officers, directors, direct or indirect equity owners, membership interest holders, or insiders of any DAMIS Debtor; or (g) with respect to each of the foregoing in clauses (a) through (f) hereof, any affiliates thereof, or (ii) any claims or causes of action of the DAMIS Debtors' estates without the prior written consent, not to be unreasonably withheld, of the Committee.

H. Stalking Horse Bidders

The DAMIS Debtors are soliciting one or more binding "stalking horse bids" for the Assets or any subset thereof (any such bid, a "Stalking Horse Bid," and the provider of such bid, a "Stalking Horse Bidder"). The Stalking Horse Bid shall set the floor for all bids for the applicable Assets at each Auction. Recognizing a Stalking Horse Bidder's expenditure of time, energy, and resources, and that a Stalking Horse Bid provides a floor bid with respect to Assets, the DAMIS Debtors, following consultation with the Consultation Parties, may (i) select a Stalking Horse Bidder, (ii) (a) provide traditional bid protections that shall be payable only from the proceeds of the Sale of such Assets (the "Bid Protections") in the form of a break-up fee (the "Break-Up Fee") in an amount not to exceed two percent (2.0%) of the proposed cash portion of the purchase price and/or expense reimbursement in an amount not to exceed one percent (1.0%) of the proposed cash portion of the purchase price (the "Expense Reimbursement," and, together with the Break-Up Fee, the "Authorized Bid Protections"), and/or (b) seek Bankruptcy Court authority to provide any Stalking Horse Bidder with Bid Protections in excess of the Authorized Bid Protections, *provided, however*, that the DAMIS Debtors shall not agree to, incur, or pay any Bid Protections from the proceeds of any Sale without the prior written Consent of each Secured Lender for whom the Assets that are subject to a proposed stalking horse designation serve as the collateral for obligations owed to such Secured Lender; provided, further, that the DAMIS Debtors shall not pay Bid Protections to any Stalking Horse Bidder(s) on account of the portion of the Purchase Price of such Bid that is a credit bid, assumption of liabilities, or other non-cash (or cash equivalent) consideration, nor provide any Bid Protections to an insider or affiliate of the DAMIS Debtors. For the avoidance of doubt, the Secured Lender may not withhold its Consent to designation of a Stalking Horse Bidder solely due to the provision of Authorized Bid Protections. Further, a Stalking Horse Bidder must meet the same qualifications as a Qualified Bidder (as defined herein).

Once the DAMIS Debtors identify a Stalking Horse Bidder with respect to a specific subset of Assets, the DAMIS Debtors shall provide notice to parties-in-interest in the following manner:

- a. If the DAMIS Debtors seek to enter into a Stalking Horse Agreement that provides Bid Protections up to the Authorized Bid Protections, the DAMIS

Debtors shall file a notice of entry into any Stalking Horse Agreement(s), substantially in the form attached to the Sale Procedures Order as **Exhibit 2** (the “Stalking Horse Notice”), with the Court and serve such Stalking Horse Notice on the Notice Parties. Any objection to the identity of the Stalking Horse Bidder or the terms of the Stalking Horse Agreement must be filed by the Initial Sale Objection Deadline of **{♦}, 2026, at 4:00 p.m. (ET).**

- b. In the event the DAMIS Debtors seek to provide the Stalking Horse Bidder with Bid Protections exceeding the Authorized Bid Protections, the DAMIS Debtors shall promptly file a supplement to this Motion (a “Stalking Horse Supplemental Motion”) seeking approval of such protections, and serve the Stalking Horse Supplemental Motion on the Notice Parties

A Stalking Horse Supplemental Motion or Stalking Horse Notice shall:

- i. State the identity of the Stalking Horse Bidder and identify with specificity the property of the DAMIS Debtors that is the subject of the Stalking Horse Bid (*i.e.*, the Acquisition Package);
- ii. State the ownership of the Stalking Horse Bidder, including at the individual level;
- iii. Attach an agreement accompanying the applicable Stalking Horse Bid (each a “Stalking Horse Agreement”) memorializing the proposed transaction by and between the Stalking Horse Bidder and the DAMIS Debtors for the Acquisition Package;
- iv. Attach a proposed form of Sale Order approving the sale to the Stalking Horse Bidder.
- v. Contain a statement setting forth the terms of any Authorized Bid Protections being provided and/or any additional Bid Protections, for which the DAMIS Debtors reserve the right to seek expedited Bankruptcy Court approval; and
- vi. Contain a statement setting forth the bid required to exceed the Stalking Horse Bid, which amount shall equal the sum of (A) the value of the Stalking Horse Bid; (B) the Bid Protections, if any; and (C) a reasonable minimum overbid amount to be calculated in the DAMIS Debtors’ discretion, following consultation with the Consultation Parties, based on the aggregate price set forth in the Stalking Horse Bid (a “Stalking Horse Overbid”).

If the DAMIS Debtors file a Stalking Horse Supplemental Motion, the DAMIS Debtors shall seek to have it heard by the Court at the next omnibus hearing in these Chapter 11 Cases or on such other date as set by the Court. If no objections to a Stalking Horse Supplemental Motion are filed and served by 4:00 p.m. (ET) seven (7) days after the filing of the Stalking Horse Supplemental Motion or any objections filed are resolved, the DAMIS Debtors request that they be permitted to immediately file a certificate of no objection or certification of counsel granting the relief requested by the Stalking Horse Supplemental Motion without the need for a hearing.

I. Bid Requirements

All bids (each hereinafter, a “Bid”), including any Bid submitted as a proposed Stalking Horse Bid, must (collectively, the “Bid Requirements”) be accompanied by the following:

- i. A duly executed purchase agreement and, for non-Stalking Horse Bids, a redline to reflect the changes to, as applicable, the Stalking Horse Agreement or Form APA (the “Purchase Agreement”).
- ii. A proposed Sale Order approving the sale and, for non-Stalking Horse Bids, a redline to reflect changes to, as applicable, the Stalking Horse Sale Order or Form Sale Order.
- iii. A letter or email containing the following information:
 - (A) Disclosure of Identity. Each Bid must (i) fully disclose the identity of each individual and entity that will be bidding or otherwise participating in such Bid (including any equity owners or sponsors, if the Potential Bidder is an entity formed for the purpose of consummating the sale transaction) and the complete terms of any such participation as well as (ii) include evidence of corporate authorization and approval from the Potential Bidder’s board of directors (or comparable governing body) with respect to the submission, execution, and delivery of the Bid, participation in the Auction, and closing of the transactions contemplated by the Potential Bidder’s Purchase Agreement in accordance with the terms of the Bid and these Sale Procedures. In such disclosures, each bid must also disclose any relationship of each individual or entity that comprises the Potential Bidder to any of the DAMIS Debtors, any non-debtor affiliates of the DAMIS Debtors, Michael Shabsels or his family members or entities owned or controlled by Michael Shabsels or his family members; (d) David Shabsels or his family members or entities owned or controlled by David Shabsels or his family members; (e) Mark Graham or his family members or entities owned or controlled by Mark Graham or his family members, (f) any officers, directors, direct or indirect equity owners, membership interest holders, or insiders of any DAMIS Debtor, or (g), with respect to each of the foregoing in clauses (a) through (f) hereof, its affiliates.
 - (B) DAMIS Debtors’ Property to be Acquired. Each Bid must identify with specificity the Assets of the DAMIS Debtors that are the subject of the Bid (the “Acquisition Package”) and the respective liabilities and obligations (including applicable Cure Costs) to be assumed. If the Acquisition Package comprises multiple Assets of the DAMIS Debtors, the Bid must indicate whether the Potential Bidder is willing to exclude any of the Assets, and the corresponding adjustment to the purchase price for any such exclusion;
 - (C) Purchase Price. Each bid must clearly identify the purchase price to be paid in cash (the “Purchase Price”) for the Acquisition Package. If the Bid is for

multiple Assets of the DAMIS Debtors, the Bid must clearly state the allocation of the Purchase Price between the different Assets captured by the Acquisition Package.

- (D) Minimum Bid. Each Bid must offer to pay a price equal to or greater than the applicable Stalking Horse Overbid in the event that a Stalking Horse Bidder has been designated with respect to the relevant Assets (the “Minimum Overbid”).
 - (E) Irrevocable Offer. Each bid must include a signed writing stating that the Potential Bidder’s offer is irrevocable until the approval by the Court of a Winning Bidder with respect to the applicable Assets; *provided, however*, that if such Potential Bidder is selected as the Winning Bidder or the Back-Up Bidder, its offer shall remain irrevocable until the closing of the Sale to the Winning Bidder or the Back-Up Bidder.
 - (F) No Contingencies. Each Bid must contain a statement that such Bid is not subject to any further due diligence or financing contingency.
 - (G) Regulatory Assistance. Each Bid must contain a statement that all necessary filings under applicable regulatory, antitrust, and other laws will be made (pursuant to the terms and conditions in the applicable Purchase Agreement) and that payment of the fees associated with such filings will be made by the Potential Bidder, and include a covenant to cooperate with the DAMIS Debtors to provide pertinent factual information regarding the Potential Bidder’s operations reasonably required to analyze issues arising with respect to any applicable regulatory, antitrust, and other laws.
 - (H) Closing Date. Each Bid must provide for a Closing Date within fourteen (14) days of entry of the applicable Sale Order.
 - (I) Back-up Bid. Each Bid must contain a statement that the Potential Bidder agrees to serve as a back-up bidder (the “Back-Up Bidder”) if the Potential Bidder’s Qualified Bid is the next highest and best Bid after the Successful Bid (the “Back-Up Bid”) with respect to the Acquisition Package.
- iv. A deposit in the form of a certified check or wire transfer, payable to the order of the DAMIS Debtors, in an amount equal to ten percent (10%) of the aggregate cash and non-cash Purchase Price set forth in the Bid, which funds will be deposited into an account to be identified and established by the DAMIS Debtors (a “Good Faith Deposit”). To the extent the Purchase Price includes a credit bid, no deposit shall be required on account of the credit bid portion of the bid. The Winning Bidder and Back-Up Bidder shall be required to supplement their Good Faith Deposits, if necessary, within one (1) business day of the close of each Auction so that such Good Faith Deposits shall be equal to an amount that is ten percent (10%) of the Successful Bid or Back-Up Bid, as applicable. The DAMIS Debtors reserve the right to increase or decrease the Good Faith Deposit for one or more Qualified

Bidders in their sole discretion after consulting with the Consultation Parties. Closing costs related to the closing of a Sale shall be paid in full in cash from the proceeds of such Sale on the closing date of such Sale or, in the event a Credit Bid is the Successful Bid, shall be paid on or before Closing by the Secured Lender.

- v. Written evidence, documented to the DAMIS Debtors' satisfaction in consultation with the Consultation Parties, that demonstrates that the Potential Bidder has available cash or a commitment for financing if selected as the Winning Bidder with respect to the applicable Acquisition Package (*provided, however*, that the closing shall not be contingent in any way on the Winning Bidder's financing) and such other evidence of ability to consummate the transaction(s), including of regulatory wherewithal, as the DAMIS Debtors may request, including proof that such funding commitments or other financing are not subject to any internal approvals, syndication requirements, diligence, or credit committee approvals (*provided* that such commitments may have covenants and conditions acceptable to the DAMIS Debtors, as determined in consultation with the Consultation Parties).
- vi. Adequate assurance of future performance information (the "Adequate Assurance Information"), including:
 - (A) Information about the Potential Bidder's financial condition, such as federal tax returns for two years, a current financial statement, or bank account statements;
 - (B) Information demonstrating (in the DAMIS Debtors' reasonable business judgment) that the Potential Bidder has the financial, operational, and regulatory wherewithal to consummate the proposed Sale and perform under contracts and leases to be assumed and assigned to the Potential Bidder, including identification of all required governmental and regulatory approvals with an explanation or evidence of the Potential Bidder's plan and ability to obtain all governmental and regulatory approvals and the proposed timing for the Potential Bidder to undertake the actions required to obtain such approvals;
 - (C) Evidence that the Potential Bidder has obtained corporate authorization or approval from its board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a Bid, participation in the Auction, and closing of the transactions contemplated by the Potential Bidder's Purchase Agreement in accordance with the terms of the Bid and these Sale Procedures;
 - (D) A representation by the Potential Bidder that they are not, to their knowledge, the subject of any governmental action or investigations that would impair their ability to close the applicable Sale or perform their obligations under any Contracts to be assumed or assigned or which would have a materially adverse effect on operations, and that the Potential Bidder

is not in violation of any such laws, including inter alia, the Foreign Corrupt Practices Act; and

- (E) Such additional information regarding the Potential Bidder as the Potential Bidder may elect to include.

All Non-Stalking Horse Bids must be submitted by the Bid Deadline set forth in the applicable Notice of Auction & Sale Hearing. By submitting a Bid, Potential Bidders agree that the DAMIS Debtors, on a confidential basis, are authorized to disseminate the Adequate Assurance Information to the Consultation Parties and that the Potential Bidders will provide their Adequate Assurance Information on a confidential basis to affected Non-Debtor Counterparties who so request it in the event that the DAMIS Debtors determine such Bid to be a Successful Bid.

J. Review of Bids; Designation of Qualified Bids

The DAMIS Debtors, in consultation with the Consultation Parties, will evaluate Bids that are timely submitted. The DAMIS Debtors may engage in negotiations with Potential Bidders who submitted Bids as the DAMIS Debtors deem appropriate in the exercise of their reasonable business judgment, based upon the DAMIS Debtors' evaluation of the content of each Bid.

A Bid that is reasonably determined by the DAMIS Debtors, in consultation with the Consultation Parties, to meet the Bid Requirements will be considered a "Qualified Bid" and any bidder that submits a Qualified Bid (including any Stalking Horse Bid) will be considered a "Qualified Bidder." The DAMIS Debtors shall inform Qualified Bidders that their Bids have been designated as Qualified Bids no later than two (2) business days prior to the commencement of each Auction. For the avoidance of doubt, any Stalking Horse Agreement will be deemed a Qualified Bid and any Stalking Horse Bidder will be deemed a Qualified Bidder, for all purposes and requirements pursuant to the Sale Procedures, notwithstanding the requirements that a Potential Bidder must satisfy to be a Qualified Bidder.

The DAMIS Debtors will deliver, within one (1) business day after receipt thereof, copies of all Bids from Qualified Bidders to the applicable Consultation Parties.

The DAMIS Debtors reserve the right, after consulting with the Consultation Parties, to work with any Potential Bidder in advance of each Auction to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid.

Without the written consent of the DAMIS Debtors after consultation with the Consultation Parties, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price or otherwise improve the terms of the Qualified Bid for the DAMIS Debtors during the period that such Qualified Bid remains binding as specified herein; provided, however, that any Qualified Bid may be improved at the Auction as set forth in these Sale Procedures.

A Qualified Bid will be valued by the DAMIS Debtors based upon any and all factors that the DAMIS Debtors, in consultation with the Consultation Parties, reasonably deem pertinent in their reasonable business judgment, including, among others, (a) the Assets to be purchased (*i.e.*, the Acquisition Package); (b) the amount of the Qualified Bid; (c) the risks and timing

associated with consummating the transaction(s) with the Qualified Bidder; (d) any excluded assets or executory contracts and leases directly related to the Acquisition Package; and (e) any other factors that the DAMIS Debtors (in consultation with the Consultation Parties) may reasonably deem relevant.

The DAMIS Debtors, in their business judgment and in consultation with the Consultation Parties, reserve the right to reject any Bid (other than any Stalking Horse Bid) if such Bid, among other things:

- i. Is on terms that are more burdensome or conditional than the terms of the Stalking Horse Agreement, if applicable;
- ii. Requires any indemnification of the Potential Bidder in its Purchase Agreement;
- iii. Is not received by the Bid Deadline;
- iv. Is not in conformity with the requirements of the Bankruptcy Code and/or the Sale Procedures;
- v. Is subject to any contingencies (including representations, warranties, covenants, and timing requirements) of any kind or any other conditions precedent to such party's obligation to acquire the Assets;
- vi. Seeks a breakup fee, termination fee, or expense reimbursement; or
- vii. Does not, in the DAMIS Debtors' determination after consultation with the Consultation Parties, include a fair and adequate price or the acceptance of which would not be in the best interests of the DAMIS Debtors' estates or the respective Auction.

Any Bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid. In the event that any Bid is so rejected, the DAMIS Debtors shall cause the Good Faith Deposit of such Potential Bidder to be refunded to it within five (5) business days after the Bid Deadline.

K. Credit Bidding

Unless otherwise ordered by the Court, any Qualified Bidder that is a Secured Lender shall have the right, power, and authorization to credit bid all or a portion of such Secured Lender's secured claims within the meaning of, and in accordance with and subject to, section 363(k) of the Bankruptcy Code. Any party that wishes to submit a credit bid, in accordance with and subject to, section 363(k) of the Bankruptcy Code (each such Bid, a "Credit Bid") as a component of, or as the entirety of, the consideration for their Bid shall identify the amount of the claim and the nature, extent, and priority of the lien upon which their Credit Bid is premised. Parties submitting a Credit Bid agree to provide the DAMIS Debtors with documentation to evidence the amount, nature, extent, validity, and perfection of such claim and lien.

Each party wishing to submit a credit bid shall not be required to submit a Good Faith Deposit for the credit bid portion of the Bid to the DAMIS Debtors or to submit any documentation other than (i) documentation to evidence the amount, nature, extent, validity, and perfection of such claim and lien, (ii) evidence that all allowed closing costs related to the Sale and the

administration of the applicable DAMIS Debtors' estates, including any fee that may be awarded by the Court to the DAMIS Debtors' real estate advisor, shall be funded on or before Closing, and (iii) *only if applicable*, a Credit Bid Purchase Agreement and Credit Bid Sale Order as set forth in the following paragraph. Upon exercise of its right to submit a Credit Bid (the "Credit Bid Right"), a party shall not be required to take title to or ownership of, or have any obligation in connection with (in each case, legal, equitable, or otherwise), or be deemed to have taken title to or ownership of, or have any obligation in connection with (in each case, legal, equitable, or otherwise), any individual Asset, portion of the Assets, or all of the Assets, and each party shall have the right to designate any person or entity in its sole and absolute discretion that shall take title to the individual Asset, portion of the Assets, or all of the Assets that are subject to the Credit Bid Right, provided that Non-Debtor Counterparties may object to such designee's adequate assurance of future performance under any executory contract and unexpired lease that is assumed by the DAMIS Debtors and assigned to such designee under section 365 of the Bankruptcy Code in connection with any Sale.

For the avoidance of doubt, in the event that any Secured Lender or a designee of such Secured Lender elects to submit a credit bid (in accordance with the Auction procedures) at an Auction for any Assets that constitute collateral securing the obligations of such Secured Lender, such Secured Lender or such Secured Lender's agent or designee, if applicable, shall be a Qualified Bidder for purposes of the Auction and such Bid shall be a Qualified Bid so long as such Secured Lender, if such Bid is determined to be the Successful Bid, submits an executable Purchase Agreement, Sale Order, and Adequate Assurance Information for the Assets that are the subject of the Bid within twenty-four (24) hours of the Bid being selected as the Successful Bid; *provided, however*, that (i) such Bid shall not be required to serve as a Back-up Bidder subject to section I(iii)(I) of these Sale Procedures, (ii) such Secured Lender shall not be a Consultation Party for so long, and only for so long, as it is credit bidding, and (iii) *only if* such Secured Lender does not agree to credit bid on the same terms and conditions as provided in, as applicable, (a) the Stalking Horse Agreement and Stalking Horse Sale Order or (b) the Form APA and Form Sale Order, such Secured Lender has provided the DAMIS Debtors with the Secured Lender's proposed unexecuted form of Purchase Agreement (the "Credit Bid Purchase Agreement") and form of Sale Order (the "Credit Bid Sale Order") twenty-four (24) hours prior to the applicable Auction.

Any Credit Bid may be submitted as a Back-Up Bid in the event that the sale to the Winning Bidder either does not close or the net proceeds from such sale are insufficient to indefeasibly satisfy the obligations owed to an applicable Secured Lender in full in cash, and such Credit Bid expressly states that it is being submitted solely for such purposes.

Subject to the foregoing, any Secured Lender, as a Qualified Bidder, retains its right to submit a credit bid until the conclusion of the Auction, subject to any higher or otherwise better Bids that may be submitted at the Auction.

L. Failure to Receive Qualified Bids

If the DAMIS Debtors receive a Stalking Horse Bid or only one Qualified Bid, but do not receive any other Qualified Bids for the Acquisition Package other than the Stalking Horse Bid or single Qualified Bid, prior to the Bid Deadline, the DAMIS Debtors (a) will not hold an Auction for the Acquisition Package and (b) will file with the Court within twenty-four (24) hours after the

Bid Deadline, a Notice of Winning Bidder indicating that the Auction has been canceled and that the Stalking Horse Bid or single Qualified Bid received is deemed the Winning Bid for the Acquisition Package, and the Stalking Horse Bidder or Qualified Bidder deemed the Winning Bidder with respect thereto.

If the DAMIS Debtors do not receive a Stalking Horse Bid and do not receive any Qualified Bids prior to the Bid Deadline, the DAMIS Debtors may, in consultation with the Consultation Parties, (i) extend the Bid Deadline and postpone the Auction or (ii) cancel the Auction and terminate the proposed Sale of the Acquisition Package.

M. Private Sale Procedures

The DAMIS Debtors may, in their business judgment, in consultation with the Consultation Parties, select a Winning Bidder for any of the Assets or subset of the Assets (each, a “Private Sale”) without holding an Auction for such Assets, including any specific Property, pursuant to the procedures described herein (the “Private Sale Procedures”):

- a. To the extent the DAMIS Debtors determine a Private Sale is in the DAMIS Debtors’ estates best interests with respect to any Asset or subset of Assets, the DAMIS Debtors shall file a notice (each a “Private Sale Notice”) with the Court identifying: (i) the Assets being sold; (ii) the DAMIS Debtor that directly owns the Assets; (iii) the proposed purchaser of the Assets; (iv) the holders of any encumbrances or asserted encumbrances on the Assets known to the DAMIS Debtors; (v) the proposed Purchase Price; (vi) the material economic terms and conditions of the proposed Sale; (vii) any commission, fees, or similar expenses to be paid in connection with such Proposed Transaction; and (viii) a copy of the proposed Sale Order approving the proposed Private Sale. The DAMIS Debtors shall serve the Private Sale Notice on the U.S. Trustee, any statutory committee appointed in these Chapter 11 Cases, any Secured Lender with respect to the Assets subject to the Private Sale, any party reasonably known to allege it is a Secured Lender with respect to the Assets subject to the Private Sale Notice, and all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002;
- b. To the extent the proposed purchaser of the Assets in the Private Sale desires the assumption and assignment of any of the DAMIS Debtors’ executory contracts and unexpired leases related to the subject Assets, contemporaneously with the filing of the Private Sale Notice, the DAMIS Debtors shall file with the Court and serve a Notice of Potential Assumption and Assignment on each Non-Debtor Counterparty to each of the applicable contracts. For the avoidance of doubt, the Assignment Procedures set forth in the Sale Procedures Order shall apply to the assumption and assignment of such contracts; and
- c. The Private Sale Notice shall establish an objection deadline (the “Private Sale Objection Deadline”) fourteen (14) calendar days after the filing of the Private Sale Notice for parties in interest to object (each, a “Private Sale”).

Objection”) to the Proposed Private Sale. To the extent no Private Sale Objections are filed prior to the Private Sale Objection Deadline or any objections filed are resolved, the DAMIS Debtors may file a certificate of no objection or certification of counsel and submit the applicable proposed Sale Order to the Court for approval without the need for a hearing.

N. Auction

If at least two Qualified Bids (including any Stalking Horse Bid) are received by the Bid Deadline for property of the DAMIS Debtors, the DAMIS Debtors will conduct an Auction in accordance with the Sale Procedures (each, an “Auction”) and shall determine in their reasonable business judgment, after consultation with the Consultation Parties, which Qualified Bid is the highest or otherwise best Qualified Bid for applicable property of the DAMIS Debtors (the “Starting Bid”), which determination will be communicated to Qualified Bidders prior to the commencement of the Auction, provided that if the Starting Bid was made by a Stalking Horse Bidder, such bid shall be deemed to include the Bid Protections (in the event that any Authorized Bid Protections were provided by the DAMIS Debtors or additional Bid Protections were previously approved by the Court). The DAMIS Debtors shall commence an Auction **not less than three (3) days after the Bid Deadline** at the offices of counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, New Jersey, 07932 at a time to be noticed by counsel to the DAMIS Debtors in the Notice of Auction & Sale Hearing, or such later time or such other place as the DAMIS Debtors shall designate, in consultation with the Consultation Parties, in a filing with the Court with notice to all Qualified Bidders who have submitted Qualified Bids. The DAMIS Debtors reserve the right, in consultation with the Consultation Parties, to conduct the Auction in part or in whole remotely.

Unless otherwise ordered by the Court for cause shown, only the Qualified Bidders (including any Stalking Horse Bidder) are eligible to participate at each Auction. A reasonable number of professionals and principals for the DAMIS Debtors, the Stalking Horse Bidder (if any), each Qualified Bidder, and the Consultation Parties shall be entitled to attend and observe each Auction, along with any other creditor, and any other party the DAMIS Debtors deem appropriate (*provided, however*, that any party other than the Qualified Bidders and the Consultation Parties shall be required to provide notice to the DAMIS Debtors at least one calendar (1) day prior to the Auction by sending an email to counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com); Ian J. Bambrick (ian.bambrick@faegredrinker.com), Patrick A. Jackson (patrick.jackson@faegredrinker.com), Michael T. Gustafson (mike.gustafson@faegredrinker.com) and Sarah E. Silveira (sarah.silveira@faegredrinker.com).

Each Qualified Bidder participating in each Auction will be required to confirm, in writing and on the record at the Auction, that (a) it has not engaged in any collusion with respect to the Bidding Process and (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Winning Bidder.

Bidding at each Auction for the relevant Assets that are subject to Qualified Bids will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by a Qualified Bidder that (i) improves on the immediately

prior Qualified Bid (a “Subsequent Bid”) and (ii) the DAMIS Debtors reasonably determine, in consultation with the Consultation Parties, that such Subsequent Bid is (a) for the first round, a bid that exceeds the Starting Bid by an amount no less than \$100,000 (the “Initial Overbid”) and (b) for subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below). After the first round of bidding and between each subsequent round of bidding, the DAMIS Debtors shall announce the bid that the DAMIS Debtors have concluded is the highest or otherwise best offer for the subject Assets (the “Leading Bid”). Following the first round of bidding at each Auction, the DAMIS Debtors, in consultation with the Consultation Parties, will determine the net value to the estate that must be reflected in each bid over the Leading Bid in each subsequent round of bidding (the “Incremental Overbid”) provided that: (i) if the Leading Bid was made by a Stalking Horse Bidder, such bid shall be deemed to include the Bid Protections (in the event that any Authorized Bid Protections were provided by the DAMIS Debtors or additional Bid Protections were previously approved by the Court), and (ii) any Subsequent Bid made by any Stalking Horse Bidder shall only be required to equal the sum of the amount of (x) the Starting Bid or the Leading Bid, as applicable, including, for the avoidance of doubt, the respective liabilities and obligations (including applicable Cure Costs) to be assumed as part of the Starting Bid or the Leading Bid, and (y) the Incremental Overbid, less the Bid Protections (if applicable). A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid, subject to the DAMIS Debtors’ authority to revise the Auction procedures as set forth below.

The DAMIS Debtors may, in consultation with the Consultation Parties, announce at the Auction additional procedural rules that are in the best interest of the DAMIS Debtors for conducting the Auction or otherwise modify these Sale Procedures; provided that such rules (i) are not materially inconsistent with these Sale Procedures, the Bankruptcy Code, or any order of the Court (including, for the avoidance of doubt, any post-petition financing order) and (ii) are disclosed to each Qualified Bidder during each Auction. The bidding at each Auction shall be transcribed or videotaped and the DAMIS Debtors shall maintain a transcript of all bids made and announced at each Auction.

Immediately prior to the conclusion of each Auction, the DAMIS Debtors, in consultation with the Consultation Parties, will: (i) determine, consistent with the Sale Procedures, which bid constitutes the highest or otherwise best bid (the “Successful Bid”) and (ii) notify all Qualified Bidders at the Auction, prior to its conclusion, of the name of the maker of the Successful Bid (the “Winning Bidder”) and the amount and other material terms of the Successful Bid. The DAMIS Debtors may, in consultation with the Consultation Parties, designate the Back-Up Bid (and the corresponding Back-Up Bidder) to close, in the event that the Winning Bidder does not close the Sale. Unless the Court orders otherwise upon application by the DAMIS Debtors, the DAMIS Debtors shall not consider any bids or Subsequent Bids submitted after the conclusion of the Auction and any and all such bids and Subsequent Bids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

Within twenty-four (24) hours following the conclusion of each Auction or, if an Auction is not held, the selection of the Winning Bidder, the DAMIS Debtors shall file on the Court’s docket a (i) notice of successful bidder, substantially in the form attached to the Sale Procedures Order as **Exhibit 5** (the “Notice of Winning Bidder”), (ii) the Winning Bidder’s and Next Highest Bidder’s proposed Purchase Agreements, (iii) redlines of the proposed Purchase Agreements

marked against the Stalking Horse Agreement, or Form APA, as applicable (the “Purchase Agreement Redlines”), (iv) the Winning Bidder’s and the Back-Up Bidder’s proposed sale orders, and (v) redlines of the proposed sale orders marked against the Form Sale Order (the “Sale Order Redlines”). Notwithstanding the selections of the Winning Bidder(s) and the Back-Up Bidder(s), all bids are **binding and irrevocable** until the approval by the Court of a Winning Bidder with respect to the applicable Assets (unless selected as the Back-Up Bidder, in which case such offer will remain open until the Closing Date).

O. Jurisdictional Consent

All bidders at the Auction will be deemed to have consented to the core jurisdiction of the Court and waived any right to jury trial in connection with any disputes relating to the Auction(s), the Sale(s), the construction and enforcement of each Stalking Horse Agreement (if applicable), and all other agreements entered into in connection with any proposed Sale. Such consent and waiver shall apply to the extent that it is later determined that the Court, absent consent, cannot enter final orders or judgments with regard to the foregoing matters consistent with Article III of the United States Constitution.

P. Acceptance of Qualified Bids

The DAMIS Debtors may reject at any time before entry of an order of the Court approving the applicable sale any Bid that, in the DAMIS Debtors’ judgment, upon considering any comments of the Consultation Parties, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code and the Sale Procedures, or (iii) contrary to the best interests of the DAMIS Debtors and their estates.

The DAMIS Debtors’ presentation to the Court for approval of a selected Qualified Bid as a Successful Bid does not constitute the DAMIS Debtors’ acceptance of such Bid. The DAMIS Debtors will have accepted a Successful Bid only when such Successful Bid has been approved by the Court at a Sale Hearing. The DAMIS Debtors intend to close the sale(s) no later than **fourteen (14) days of entry of the applicable Sale Order** (as may be extended, the “Closing Date”).

Q. No Fees for Potential Bidders or Qualified Bidders

Potential Bidders, other than a Stalking Horse Bidder, shall not be allowed any break-up, termination, or similar fee. Moreover, neither Potential Bidders nor any Stalking Horse Bidder (excluding any Authorized Bid Protections provided or excess Bid Protections approved by the Court) shall be entitled to a claim for substantial contribution pursuant to section 503 of the Bankruptcy Code, or the payment of any broker fees or costs, unless specifically agreed to by the DAMIS Debtors upon consultation with the Consultation Parties and, to the extent such substantial contribution claim would be paid from the proceeds of the sale of a Secured Lender’s collateral, with the Consent of such Secured Lender, and approval by order of the Court.

R. Sale Hearing

Each Successful Bid and any Back-Up Bid will be subject to approval by the Court. The hearing to approve a Successful Bid and any Back-Up Bid will take place at the Court's earliest convenience **not less than three (3) days following the Supplemental Sale Objection Deadline** (the "**Sale Hearing**"). The Sale Hearing may be adjourned by the DAMIS Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Chapter 11 Cases.

At each Sale Hearing, the DAMIS Debtors will seek entry of an order that, among other things: (i) authorizes and approves the applicable Sale to the Winning Bidder(s) and/or the Back-Up Bidder(s) and (ii) includes a finding that the applicable Winning Bidder(s) and/or the Back-Up Bidder(s) is/are a good faith purchaser or good faith purchasers pursuant to section 363(m) of the Bankruptcy Code.

S. Closing Costs

Closing costs related to the closing of a Sale must be paid in full in cash from the proceeds of such Sale on the closing date or, in the event a Credit Bid is the Successful Bid, shall be paid on or before Closing by the Secured Lender

T. Return of Good Faith Deposit and Reservation of Rights

The Good Faith Deposits of all Potential Bidders shall be held in escrow by the DAMIS Debtors or a title insurance company reasonably acceptable to the DAMIS Debtors and Potential Bidders but shall not become property of the DAMIS Debtors' estates absent further order of the Court. The Good Faith Deposits of all Potential Bidders shall be retained by the DAMIS Debtors until five (5) business days after the conclusion of the relevant Auction; *provided, however*, that the Good Faith Deposit of the Back-Up Bidder shall be retained until three (3) business days after the applicable Closing Date. The DAMIS Debtors shall retain any Good Faith Deposit submitted by the Winning Bidder. At the closing of a Sale contemplated by a Successful Bid, the applicable Winning Bidder will be entitled to a credit for the amount of its Good Faith Deposit to the extent such a deposit was provided.

If any Winning Bidder (or, if a Sale is to be closed with a Back-Up Bidder, then the Back-Up Bidder) fails to consummate the applicable Sale because of a breach or failure to perform on the part of such bidder, then the DAMIS Debtors and their estates shall be entitled to retain the Good Faith Deposit of such Winning Bidder (or, if the Sale is to be closed with the Back-Up Bidder, then such Back-Up Bidder) as part of the damages resulting to the DAMIS Debtors and their estates for such breach or failure to perform, in addition to any and all other rights, remedies, or causes of action that may be available to the DAMIS Debtors.

For the avoidance of doubt, retention by the DAMIS Debtors of the Good Faith Deposit of a defaulting Winning Bidder, Back-Up Bidder, or Stalking Horse Bidder shall not limit any other rights, claims, or remedies of the DAMIS Debtors or their estates against such defaulting Winning

Bidder, Back-Up Bidder, or Stalking Horse Bidder under the applicable purchase agreement, at law, or in equity.

U. Reservation of Rights and Modifications

Notwithstanding any of the foregoing, the DAMIS Debtors, in their reasonable business judgment; in a manner consistent with their fiduciary duties and applicable law, and in consultation with the Consultation Parties, reserve the right to modify these Sale Procedures at or prior to each Auction, including, without limitation, to extend the deadlines set forth herein, modify bidding increments, waive terms and conditions set forth herein with respect to any or all Potential Bidders (including, without limitation, the Bid Requirements), impose additional terms and conditions with respect to any or all Potential Bidders, adjourn or cancel an Auction(s) at or prior to the applicable Auction, and adjourn a Sale Hearing *provided that* the DAMIS Debtors may not (i) modify a Secured Lender's rights as a Consultation Party or as to the Consent, (ii) abridge or limit the rights of any Secured Lender to credit bid with respect to such Secured Lender's collateral, or (iii) modify the consultation or consent rights of the Committee or shorten the Supplemental Sale Objection Deadline for the Consultation Parties or the period between the Supplemental Sale Objection Deadline and a Sale Hearing for the Consultation Parties.

The DAMIS Debtors shall consult with the Consultation Parties as explicitly provided for in these Sale Procedures; *provided, however*, that the DAMIS Debtors shall not be required to consult with, or provide the terms of any Bids received, to any Consultation Party (or its advisors) that submits a Bid or has a Bid submitted on its behalf, or that has an affiliate that submits a Bid or has a Bid submitted on its behalf, for so long as such Bid remains open, including any Credit Bid, if the DAMIS Debtors determine, in their reasonable business judgment, that consulting with such Consultation Party regarding any issue, selection, or determination is (a) likely to have a chilling effect on the potential bidding or (b) otherwise contrary to the goal of maximizing value from the sale process for the DAMIS Debtors' estates, their creditors, and all other parties in interest.

V. Back-Up Bidder

Notwithstanding any of the foregoing, in the event that a Winning Bidder fails to close a Sale prior to such date as specified in the applicable Purchase Agreement (or such date as may be extended by the DAMIS Debtors), the DAMIS Debtors, upon written notice to the Back-Up Bidder, may designate the applicable Back-Up Bid as the Successful Bid, the Back-Up Bidder will be deemed to be the Winning Bidder, and the DAMIS Debtors will be authorized, but not directed, to close the Sale to the Back-Up Bidder subject to the terms of the Back-Up Bid without the need for further order of the Court and without the need for further notice to any interested parties.

W. "As Is, Where Is"

Any sale of the property of the DAMIS Debtors will be on an "as is, where is" basis and without representations or warranties of any kind by the DAMIS Debtors, their agents, affiliates, authorized persons, representatives, or the DAMIS Debtors' chapter 11 estates, except and solely to the extent expressly set forth in each final Purchase Agreement approved by the Court. Each Qualified Bidder will be required to acknowledge and represent that it has had an opportunity to

conduct any and all due diligence regarding the DAMIS Debtors' property that is the subject of the Auction prior to making its Bid, that it has relied solely upon its own independent review and investigation in making its Bid, and that it did not rely on the completeness of any information provided in connection with the Auction or its Bid. Except as otherwise provided in the final Purchase Agreement or the Stalking Horse Agreement, as applicable, approved by the Court, all of the DAMIS Debtors' right, title, and interest in the subject Assets, as applicable, will be sold free and clear of all liens, claims (as such term is defined in section 101(5) of the Bankruptcy Code), interests, rights of reclamation, and encumbrances (collectively, "Liens"), with any Liens to attach to the proceeds thereof in the same order of priority and with the same validity, force, and effect that such Liens had prior to the Sale.

X. Fiduciary Obligations and Applicable Law

Notwithstanding anything to the contrary in these Sale Procedures or any document filed with or entered by the Court, nothing in these Sale Procedures or the Sale Procedures Order shall require a DAMIS Debtor or its board of directors, board of managers, or similar governing body of a DAMIS Debtor, or special committee of any board of any DAMIS Debtor, to take any action or to refrain from taking any action related to any Sale or with respect to these Sale Procedures, to the extent such DAMIS Debtor, board of directors, board of managers, or such similar governing body determines in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

EXHIBIT 2

Stalking Horse Notice

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
FAEGRE DRINKER BIDDLE & REATH LLP Michael P. Pompeo 600 Campus Drive Florham Park, New Jersey 07932-1047 (973) 549-7000 (Telephone) (973) 360-9831 (Facsimile) michael.pompeo@faegredrinker.com -and- Ian J. Bambrick (<i>pro hac vice</i>) Patrick A. Jackson (<i>pro hac vice</i>) Sarah E. Silveira (<i>pro hac vice</i>) 222 Delaware Ave. Suite 1410 Wilmington, DE 19801 (302) 467-4200 (Telephone) (302) 467-4201 (Facsimile) ian.bambrick@faegredrinker.com patrick.jackson@faegredrinker.com sarah.silveira@faegredrinker.com <i>Counsel to the DAMIS Debtors and Debtors in Possession</i>	
In re: DAMIS Holdings LLC, <i>et al.</i> , Debtors.	Chapter 11 Case No. 26-16439 (CMG) (Jointly Administered)

NOTICE OF DESIGNATION OF STALKING HORSE BIDDER

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On {♦}, 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. {♦}] (the “Sale Procedures Order”)¹ in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in possession in the Chapter 11 Cases (together, the “DAMIS Debtors”),² that, among other things, established Sale

¹ Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Sale Procedures Order (including the Sale Procedures). Any summary of the Sale Procedures and the Sale Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

² A complete list of the DAMIS Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the DAMIS Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/DAMIS/>. The location of DAMIS Holdings LLC’s principal place of business and the DAMIS Debtors’ service address in these chapter 11 cases is 50 Quality Street, #110357, Trumbull, CT 06611.

Procedures to govern the sale(s) and auction(s) of the DAMIS Debtors' Assets (each a "Sale" and an "Auction," respectively).

2. In accordance with the Sale Procedures, the DAMIS Debtors, in consultation with the Consultation Parties, have designated {♦} to serve as a stalking horse bidder (the "Stalking Horse Bidder") to acquire {♦} (the "Acquisition Package") pursuant to (i) a Purchase Agreement in the form attached hereto as **Schedule 1** (the "Stalking Horse Agreement") by and between the DAMIS Debtors and the Stalking Horse Bidder and a proposed Sale Order in the form attached hereto as **Schedule 2** (the "Stalking Horse Sale Order").

3. Pursuant to the Stalking Horse Agreement, and as authorized by the Sale Procedures Order, the DAMIS Debtors seek to provide the Stalking Horse Bidder with the following Bid Protections: a Break-Up fee in the amount of \${♦}, and Expense Reimbursement in the amount of \${♦}.

4. Pursuant to the Sale Procedures Order, in light of the Stalking Horse Bid, if the DAMIS Debtors receive at least one additional Qualified Bid for the Assets included in the Acquisition Package, then the DAMIS Debtors will conduct an Auction, in accordance with the Sale Procedures, that shall take place on {♦}, 2026, at {♦} (ET) at the offices of counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, New Jersey, 07932, or such later time or such other place as the DAMIS Debtors shall designate in a filing with the Court with notice to all Qualified Bidders who have submitted Qualified Bids. Only parties that have submitted a Qualified Bid, as set forth in the Sale Procedures Order, by no later than {♦}, 2026, at 5:00 p.m. (ET) (the "Bid Deadline") may bid at the Auction.

5. Any party that wishes to take part in the Sale and submit a bid for the Assets included in the Acquisition Package must submit their bid prior to the Bid Deadline of {♦}, 2026, at 5:00 p.m. (ET) and in accordance with the Sale Procedures as only Qualified Bidders (including the Stalking Horse Bidder), shall be entitled to participate at the Auction. **FAILURE TO ABIDE BY THE SALE PROCEDURES MAY RESULT IN A BID BEING REJECTED. ANY PARTY INTERESTED IN BIDDING ON THE ACQUISITION PACKAGE SHOULD CONTACT THE DAMIS DEBTORS' REAL ESTATE ADVISOR, A&G REALTY PARTNERS, LLC, ATTN: EMILIO AMENDOLA (EMILIO@AGREP.COM) AND ANDREW GRAISER (ANDY@AGREP.COM).**

6. Objections (an "Initial Sale Objection") of any non-debtor counterparty to the DAMIS Debtors' contracts (a "Non-Debtor Counterparty") related solely to the identity of the Stalking Horse Bidder, the terms of the Stalking Horse Agreement or the adequate assurance of future performance provided by, the Stalking Horse Bidder must be filed by the Initial Sale Objection Deadline of {♦}, 2026, at 4:00 p.m. (ET). In the event the DAMIS Debtors receive an Initial Sale Objection that cannot be consensually resolved, the DAMIS Debtors will request that the Court schedule\ed an expedited hearing to consider the Stalking Horse Notice and the Initial Sale Objection prior to the Auction.

7. Non-Debtor Counterparties to the DAMIS Debtors' contracts that wish to obtain a copy of the Stalking Horse Bidder's information supporting its ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the

Bankruptcy Code (the “Adequate Assurance Information”) should contact the Stalking Horse Bidder’s representative {♦} at {♦}. As provided by the Sale Procedures Order, all Adequate Assurance Information shall be provided on a confidential basis, must be kept confidential, and shall only be used and disclosed as agreed to by the Stalking Horse Bidder or ordered by the Court.

8. The hearing to approve a Winning Bid and any Back-Up Bid will take place on {♦}, 2026, at {♦} (ET) (the “Sale Hearing”) before the Honorable Christine M. Gravelle. The Sale Hearing may be adjourned by the DAMIS Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Chapter 11 Cases.

9. Copies of this Notice and all other filings in the Chapter 11 Cases may be obtained by parties in interest free of charge on the dedicated webpage related to the Chapter 11 Cases maintained by the claims and noticing agent in these Chapter 11 Cases, <https://restructuring.ra.kroll.com/DAMIS>.

Dated: Florham Park, New Jersey
{♦}, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ DRAFT

Michael P. Pompeo
600 Campus Drive
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(973) 549-7000 (Telephone)
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-and-

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sarah.silveira@faegredrinker.com

Counsel to the DAMIS Debtors and Debtors in Possession

Schedule 1

Stalking Horse Agreement

[To Be Filed]

Schedule 2

Stalking Horse Sale Order

[To Be Filed]

EXHIBIT 3

Notice of Auction & Sale Hearing

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

FAEGRE DRINKER BIDDLE & REATH LLP

Michael P. Pompeo
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-and-

Ian J. Bambrick (*pro hac vice*)
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sarah.silveira@faegredrinker.com

Counsel to the DAMIS Debtors and Debtors in Possession

In re:

DAMIS Holdings LLC, *et al.*,
Debtors.

Chapter 11

Case No. 26-16439 (CMG)

(Jointly Administered)

**NOTICE OF POTENTIAL SALE, SALE PROCEDURES, AUCTION,
AND SALE HEARING FOR CERTAIN OF THE DAMIS DEBTORS' ASSETS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On August 5, 2026, the debtors and debtors in possession (together, the “DAMIS Debtors”)¹ in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) filed a motion [Docket No. 650] with the United States Bankruptcy Court for the District of New Jersey (the “Court”) seeking entry of an order, (i) approving the Sale Procedures attached as **Exhibit 1** to the Sale Procedures Order to govern the sale of the DAMIS Debtors’ assets (the “Assets”), or subsets thereof pursuant to one or more sales (the “Sales,” and, each, a “Sale”), and approving the form and manner of notices in connection with the Sale Procedures; (ii) approving assignment procedures for the assumption and assignment of the DAMIS Debtors’ executory contracts and unexpired leases as part of the Sale (the “Assignment Procedures”); and (iii) establishing procedures to conduct an Auction for the Sale and hold a Sale Hearing (as defined below) to consider approval of the applicable Sale as well as the treatment of executory contracts and unexpired leases. At the Sale Hearing, the DAMIS Debtors will seek entry of an order authorizing and approving (i) the applicable Sale free and clear of liens, claims, rights, encumbrances, and other

¹ A complete list of the DAMIS Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the DAMIS Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/DAMIS/>. The location of DAMIS Holdings LLC’s principal place of business and the DAMIS Debtors’ service address in these chapter 11 cases is 50 Quality Street, #110357, Trumbull, CT 06611.

interests; (ii) the assumption and assignment of certain executory contracts and unexpired leases related thereto; and (iii) granting related relief.

2. On {♦}, 2026, the Court entered an order [Docket No. {♦}] (the “Sale Procedures Order”)² *inter alia*, approving the Sale Procedures.

3. {On {♦}, 2026, the DAMIS Debtors filed the *Notice of Designation of Stalking Horse Bidder* [D.I. {♦}] (the “Stalking Horse Notice”), designating {♦} to serve as a stalking horse bidder (the “Stalking Horse Bidder”) to acquire {♦} (the “Acquisition Package”).] OR [The DAMIS Debtors desire to sell {♦} (the “Acquisition Package”).] The DAMIS Debtors are soliciting offers for the purchase of the Acquisition Package, consistent with the Sale Procedures. **All interested bidders should carefully read the Sale Procedures and the Sale Procedures Order.**

4. Copies of the Sale Procedures Order, the Sale Procedures[, the Stalking Horse Notice] and all other filings in the Chapter 11 Cases may be obtained by parties in interest free of charge on the dedicated webpage related to the Chapter 11 Cases maintained by the claims and noticing agent in these Chapter 11 Cases, <https://restructuring.ra.kroll.com/DAMIS>.

5. Pursuant to the Sale Procedures Order, if the DAMIS Debtors receive at least two Qualified Bids (including any Stalking Horse Bid), the DAMIS Debtors will conduct the Auction in accordance with the Sale Procedures that shall take place on **{♦}, 2026, at {♦} (ET)** at the offices of counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, New Jersey, 07932, or such later time or such other place, including virtually through Zoom or similar platform, as the DAMIS Debtors shall designate in a filing with the Court with notice to all Qualified Bidders who have submitted Qualified Bids.

6. Parties that wish to submit a bid for the Acquisition Package (a “Bid”) must do so in accordance with the Sale Procedures by no later than **{♦}, 2026, at 5:00 p.m. (ET)** (the “Bid Deadline”).

7. Only Qualified Bidders (including any Stalking Horse Bidder) shall be entitled to participate in the Auction. **FAILURE TO ABIDE BY THE SALE PROCEDURES MAY RESULT IN A BID BEING REJECTED OR OTHERWISE NOT BEING DEEMED A QUALIFIED BID.**

8. **ANY PARTY INTERESTED IN BIDDING ON THE ASSETS SHOULD CONTACT DAMIS DEBTORS’ REAL ESTATE ADVISOR, A&G REALTY PARTNERS, LLC, ATTN: EMILIO AMENDOLA (EMILIO@AGREP.COM) AND ANDREW GRAISER (ANDY@AGREP.COM).**

If the DAMIS Debtors do not receive any Qualified Bids for the Acquisition Package other than the Stalking Horse Bid prior to the Bid Deadline, the DAMIS Debtors (a) will not hold an Auction for the Assets and (b) will file with the Court within twenty-four (24) hours after the Bid Deadline, a Notice of Winning Bidder indicating that the Auction has been canceled and that the Stalking Horse Bid is deemed the Winning Bid for the Acquisition Package, and the Stalking Horse Bidder deemed the Winning Bidder with respect thereto.

If the DAMIS Debtors do not receive a Stalking Horse Bid and do not receive any Qualified Bids prior to the Bid Deadline, the DAMIS Debtors may, in consultation with the Consultation Parties, (i) extend the Bid

² Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Sale Procedures Order (including the Sale Procedures). Any summary of the Sale Procedures and the Sale Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

Deadline and postpone the Auction or (ii) cancel the Auction and terminate the proposed Sale of the Acquisition Package.

9. Each Winning Bid and any Back-Up Bid, as so designated in the Notice of Winning Bidder to be filed with the Court following the conclusion of the Auction, will be subject to approval by the Court. The hearing to approve the Winning Bid and any Back-Up Bid will take place on **{♦}, 2026, at {♦} (ET)** (the “Sale Hearing”) before the Honorable Christine M. Gravelle. The Sale Hearing may be adjourned by the DAMIS Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Chapter 11 Cases.

10. The deadline to object to the Sale or the relief requested in connection with the Sale, including objections to entry of the Sale Order, the identity of a Stalking Horse Bidder or the terms of a Stalking Horse Agreement (an “Initial Sale Objection”), other than with respect to a Supplemental Sale Objection (as defined below) or a Cure Cost/Assignment Objection (which shall be governed by the Assignment Procedures and are addressed separately) **{♦}, 2026, at 4:00 p.m. (ET)** (the “Initial Sale Objection Deadline”). In the event the DAMIS Debtors receive an Initial Sale Objection that cannot be consensually resolved, the DAMIS Debtors will request that the Court schedule an expedited hearing to consider the Stalking Horse Notice and the Initial Sale Objection prior to the Auction.

11. The deadline to object *solely* to (i) issues that could not have been raised by the Initial Sale Objection Deadline, (ii) the conduct of the Auction (if held), and (iii), solely with respect to Non-Debtor Counterparties to the Contracts, the specific identity of and adequate assurance of future performance provided by the Winning Bidder with respect to the applicable Assumed Contract (each, a “Supplemental Sale Objection”) is **on {♦}, 2026, at 12:00 noon (ET)** (the “Supplemental Sale Objection Deadline”). Solely with respect to Consultation Parties, the deadline to object with respect to any issue (including issues that could be raised by the Initial Sale Objection) shall be the Supplemental Sale Objection Deadline, *provided* that each Secured Lender shall be considered a Consultation Party for purposes of this paragraph notwithstanding the status of a Secured Lender’s credit bid.

12. Any Initial Sale Objection or Supplemental Sale Objection must: (i) be in writing; (ii) be signed by counsel or attested to by the objecting party; (iii) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with the Clerk of the Bankruptcy Court, together with proof of service; and (vi) be served on or before the Initial Sale Objection Deadline or the Supplemental Sale Objection Deadline, as applicable, via email upon:

- a. Counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com); Ian J. Bambrick (ian.bambrick@faegredrinker.com), Patrick A. Jackson (patrick.jackson@faegredrinker.com), Michael T. Gustafson (mike.gustafson@faegredrinker.com) and Sarah E. Silveira (sarah.silveira@faegredrinker.com);
- b. Counsel to the Official Committee of Unsecured Creditors, (i) Paul Hastings LLP, Attn: Kristopher Hansen (krishansen@paulhastings.com), Erez Gilad (erezgilad@paulhastings.com), and Gabe Sasson (gabesasson@paulhastings.com), and (ii) Connell Foley LLP, Attn: Robert Malone (rmalone@connellfoley.com), Brett Theisen (btheisen@connellfoley.com), and Kyle McEvilly (kmceville@connellfoley.com); and

- c. The Office of the United States Trustee for the District of New Jersey, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov) (collectively, the “Notice Parties”).

13. **If an Initial Sale Objection or Supplemental Sale Objection is not filed and served on or before the applicable deadline and in accordance with the foregoing requirements, the Bankruptcy Court may not consider the Initial Sale Objection or Supplemental Sale Objection and may enter the Sale Order without further notice to such party.**

14. For ease of reference, the following chart has been included to provide the dates relevant to the Sale:

Date	Event
{♦}, 2026, at 5:00 p.m. (ET)	Sale Commencement Date
{♦}, 2026	Deadline to file the Notice of Potential Assumption & Assignment.
{♦}, 2026, at 4:00 p.m. (ET)	(i) Initial Sale Objection Deadline & (ii) Cure Cost/Assignment Objection Deadline
{♦}, 2026, at 5:00 p.m. (ET)	Bid Deadline
{♦}, 2026, at {♦} (ET)	Auction if more than one competing Qualified Bid is received
Within twenty-four (24) hours following the conclusion of each Auction or, if an Auction is not held, the selection of the Winning Bidder	Deadline to file: (i) the Notice of Winning Bidder, (ii) the Winning Bidder’s and Next Highest Bidder’s proposed Purchase Agreements, (iii) the Purchase Agreement Redlines, (iv) the Winning Bidder’s and the Back-Up Bidder’s proposed sale orders, and (v) the Sale Order Redlines
{♦}, 2026, at 4:00 p.m. (ET)	Supplemental Sale Objection Deadline
{♦}, 2026, at noon (ET)	Supplemental Reply Deadline
{♦}, 2026, at {♦} (ET)	Sale Hearing
On or before {♦}, 2026	Closing Date

Dated: Florham Park, New Jersey
{♦}, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ DRAFT

Michael P. Pompeo
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-and-

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Patrick A. Jackson (*pro hac vice*)
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Counsel to the DAMIS Debtors and Debtors in Possession

Schedule 1

Form APA

[To Be Filed if No Stalking Horse Agreement]

Schedule 2

Form Sale Order

[To Be Filed if No Stalking Sale Order]

EXHIBIT 4

Notice of Potential Assumption & Assignment

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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sarah.silveira@faegredrinker.com

Counsel to the DAMIS Debtors and Debtors in Possession

In re:

DAMIS Holdings LLC, *et al.*,
Debtors.

Chapter 11

Case No. 26-16439 (CMG)

(Jointly Administered)

**NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN
CONNECTION WITH SALE OF CERTAIN OF THE DAMIS DEBTORS' ASSETS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On {♦}, 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. {♦}] (the “Sale Procedures Order”)¹ in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in possession (together, the “DAMIS Debtors”),² (i) approving the Sale Procedures attached as **Exhibit 1** to the Sale Procedures Order to govern the sale of the DAMIS Debtors’ assets (the “Assets”), or subsets thereof pursuant to one or more sales (the “Sales,” and, each, a “Sale”), and approving the form and manner of notices in connection with the Sale Procedures; (ii) approving assignment

¹ Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Sale Procedures Order (including the Sale Procedures). Any summary of the Sale Procedures and the Sale Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

² A complete list of the DAMIS Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the DAMIS Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/DAMIS/>. The location of DAMIS Holdings LLC’s principal place of business and the DAMIS Debtors’ service address in these chapter 11 cases is 50 Quality Street, #110357, Trumbull, CT 06611.

procedures for the assumption and assignment of the DAMIS Debtors' executory contracts and unexpired leases as part of the Sale (the "Assignment Procedures"); and (iii) establishing procedures to conduct an Auction for the Sale and hold a Sale Hearing (as defined below) to consider approval of the applicable Sale as well as the treatment of executory contracts and unexpired leases. At the Sale Hearing, the DAMIS Debtors will seek entry of an order (the "Sale Order") authorizing and approving (i) the applicable Sale free and clear of liens, claims, rights, encumbrances, and other interests; (ii) the assumption and assignment of certain executory contracts and unexpired leases; and (iii) granting related relief.

2. Copies of the Sale Procedures Order with the Assignment Procedures set forth therein, the Sale Procedures, and all other filings in the Chapter 11 Cases may be obtained by parties in interest free of charge on the dedicated webpage related to the Chapter 11 Cases maintained by the claims and noticing agent in these cases, <https://restructuring.ra.kroll.com/DAMIS>.

3. {On {♦}, 2026, the DAMIS Debtors filed the *Notice of Designation of Stalking Horse Bidder* [D.I. {♦}] (the "Stalking Horse Notice"), designating {♦} to serve as a stalking horse bidder (the "Stalking Horse Bidder") to acquire {♦} (the "Acquisition Package").}

4. On {♦}, 2026, the DAMIS Debtors filed the *Notice Of Potential Sale, Sale Procedures, Auction, and Sale Hearing for Certain of the DAMIS Debtors' Assets* [D.I. {♦}] (the "Sale Notice") indicating their desire to sell {♦} (the "Acquisition Package"), soliciting bids thereon, indicating the deadline by which bids must be submitted, and identifying the date and time of any Auction with respect thereto and hearing to approve the applicable Sale (the "Sale Hearing").

5. To facilitate the Sale, the DAMIS Debtors are potentially seeking to assume and assign certain of the DAMIS Debtors' executory contracts and unexpired leases (the "Contracts") to any Winning Bidder in accordance with the Assignment Procedures provided for in the Sale Procedures Order. Each of the Contracts subject to potential assignment through the sale process is identified on **Schedule 1** attached hereto. **THE INCLUSION OF ANY AGREEMENT ON SCHEDULE 1 DOES NOT CONSTITUTE AN ADMISSION THAT A PARTICULAR AGREEMENT IS AN EXECUTORY CONTRACT OR UNEXPIRED LEASE OF PROPERTY OR REQUIRE OR GUARANTEE THAT SUCH CONTRACT WILL BE ASSUMED AND ASSIGNED, AND ALL RIGHTS OF THE DAMIS DEBTORS WITH RESPECT THERETO ARE RESERVED.**

6. The cure amount (each, a "Cure Cost"), if any, that the DAMIS Debtors understand is required to be paid to the applicable counterparty (each, a "Non-Debtor Counterparty") to each of the Contracts under section 365(b)(1)(A) and (B) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") is also set forth on **Schedule 1** attached hereto.

7. If a Non-Debtor Counterparty objects to the Cure Cost for its Contract or to the proposed assumption, assignment, or transfer of such Contract (including the transfer of any related rights or benefits thereunder), other than objections that relate specifically to the identity of a Winning Bidder, such objection (a "Cure Cost/Assignment Objection") must (i) be in writing; (ii) be signed by counsel or attested to by the objecting party; (iii) conform with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with the Clerk of the Court, together with proof of service, **on or before {♦}, 2026, at 4:00 p.m. (ET)** (the "Cure Cost/Assignment Objection Deadline"); and (vi) served on or before the Cure Cost/Assignment Objection Deadline, via email upon:

- a. Counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com); Ian J. Bambrick

(ian.bambrick@faegredrinker.com), Patrick A. Jackson
(patrick.jackson@faegredrinker.com), Michael T. Gustafson
(mike.gustafson@faegredrinker.com) and Sarah E. Silveira
(sarah.silveira@faegredrinker.com);

- b. Counsel to the Official Committee of Unsecured Creditors, (i) Paul Hastings LLP, Attn: Kristopher Hansen (krishansen@paulhastings.com), Erez Gilad (erezgilad@paulhastings.com), and Gabe Sasson (gabesasson@paulhastings.com), and (ii) Connell Foley LLP, Attn: Robert Malone (rmalone@connellfoley.com), Brett Theisen (btheisen@connellfoley.com), and Kyle McEvilly (kmceilly@connellfoley.com); and
- c. The Office of the United States Trustee for the District of New Jersey, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov) (collectively, the “Notice Parties”).

The procedures for objecting to the specific identity of, and adequate assurance of future performance provided by, a Winning Bidder will be addressed via separate notice.

8. In the event that the DAMIS Debtors identify additional Contracts or any Non-Debtor Counterparties that were not served with this Notice of Potential Assumption & Assignment, the DAMIS Debtors may subsequently serve the applicable Non-Debtor Counterparty with a supplemental Notice of Potential Assumption & Assignment, and the Assignment Procedures provided for in the Sale Procedures Order will nevertheless apply to such Non-Debtor Counterparty; provided, however, that the Cure Cost/Assignment Objection Deadline with respect to such Non-Debtor Counterparty shall be 4:00 p.m. (ET) on the date set forth in the supplemental Notice of Potential Assumption & Assignment.

9. At the Sale Hearing, the DAMIS Debtors may seek the Court’s approval of the assumption and assignment to any Winning Bidder of those Contracts that have been selected by the Winning Bidder to be assumed and assigned. The DAMIS Debtors and their estates reserve any and all rights with respect to any Contracts that are not ultimately assigned to the Winning Bidder.

10. Any Non-Debtor Counterparty to a Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection as provided herein will (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Contract in the event it is assumed and assigned by the DAMIS Debtors and the DAMIS Debtors shall be entitled to rely solely upon the Cure Costs, (ii) be deemed to have consented to the assumption, assignment, and transfer of such Contract (including the transfer of any related rights and benefits thereunder) to the relevant Winning Bidder, and (iii) be forever barred and estopped from asserting or claiming against the DAMIS Debtors or the Winning Bidder that any additional amounts are due or defaults exist, or that conditions to assumption, assignment, and transfer must be satisfied under such Contract, or that any related right or benefit under such Contract cannot or will not be available to the relevant Winning Bidder.

11. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of the Assignment Procedures, the DAMIS Debtors and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following paragraph.

12. Consideration of unresolved Cure Cost/Assignment Objections, if any, will be held at the applicable Sale Hearing, *provided, however*, that (i) any Contract that is the subject of a Cure Cost/Assignment

Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection, (ii) the DAMIS Debtors, in consultation with the Consultation Parties and the parties to any Contract that is subject to a Cure Cost/Assignment objection, may adjourn a Cure Cost/Assignment Objection, and (iii) the Purchaser shall pay any undisputed Cure Cost on or before the Closing Date and shall appropriately reserve funding for the disputed portion of the Cure Costs.

13. A timely filed and properly served Cure Cost/Assignment Objection will reserve the filing Non-Debtor Counterparty's rights relating to the Contract but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.

14. The DAMIS Debtors' assumption and assignment of a Contract is subject to approval by the Court and consummation of the Sale. Absent consummation of the Sale and entry of an order approving the assumption and assignment of the Contracts (with such Contracts being listed as an exhibit to such order), the Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption, assumption and assignment, or rejection by the DAMIS Debtors.

Dated: Florham Park, New Jersey
{♦}, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ DRAFT

Michael P. Pompeo
600 Campus Drive
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-and-

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Counsel to the DAMIS Debtors and Debtors in Possession

SCHEDULE 1

Contracts

[To Be Filed]

EXHIBIT 5

Notice of Winning Bidder and Back-Up Bidder

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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sarah.silveira@faegredrinker.com

Counsel to the DAMIS Debtors and Debtors in Possession

In re:

DAMIS Holdings LLC, *et al.*,
Debtors.

Chapter 11

Case No. 26-16439 (CMG)

(Jointly Administered)

**NOTICE OF WINNING BIDDER AND BACK-UP BIDDER
OF CERTAIN OF THE DAMIS DEBTORS' PROPERTY**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On {♦}, 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. {♦}] (the “Sale Procedures Order”)¹ in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in possession (together, the “DAMIS Debtors”),² that, among other things, established Sale Procedures to govern the sale of the DAMIS Debtors’ assets (the “Assets”), or subsets thereof pursuant to one or more sales (the “Sales,” and, each, a “Sale”).

¹ Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Sale Procedures Order (including the Sale Procedures). Any summary of the Sale Procedures and the Sale Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

² A complete list of the DAMIS Debtors in these chapter 11 cases and each such Debtor’s tax identification number may be obtained on the website of the DAMIS Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/DAMIS/>. The location of DAMIS Holdings LLC’s principal place of business and the DAMIS Debtors’ service address in these chapter 11 cases is 50 Quality Street, #110357, Trumbull, CT 06611.

2. {On {♦}, 2026, the DAMIS Debtors filed the *Notice of Designation of Stalking Horse Bidder* [D.I. {♦}] (the “Stalking Horse Notice”), designating {♦} to serve as a stalking horse bidder (the “Stalking Horse Bidder”) to acquire {♦} (the “Acquisition Package”).] OR {The DAMIS Debtors desire to sell {♦} (the “Acquisition Package”).}

3. Pursuant to the *Notice of Potential Sale, Sale Procedures, Auction, and Sale Hearing for Certain of the DAMIS Debtors’ Assets* [D.I. {♦}], filed on {♦}, 2026, the DAMIS Debtors held an auction with respect to the Acquisition Package (the “Auction”) on {♦}, 2026.

4. In accordance with the Sale Procedures Order, the DAMIS Debtors hereby provide notice that {♦} has been selected as the Winning Bidder for the Acquisition Package and {♦} has been selected as the Back-Up Bidder.

5. The Sale Hearing to consider approval of the Sale of the Acquisition Package to the Winning Bidder free and clear of all liens, claims, and encumbrances will be held on {♦}, 2026, at {♦} (ET) (the “Sale Hearing”) before the Honorable Christine M. Gravelle. The Sale Hearing may be adjourned by the DAMIS Debtors in accordance with the Sale Procedures from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda stating the adjournment, on the docket of the Chapter 11 Cases.

6. Attached hereto as **Schedule 1** is a list of the unexpired leases or executory contracts designated by the Winning Bidder as agreements that the Winning Bidder may request that the DAMIS Debtors assume and assign to the Winning Bidder as part of the Sale (the “Assumed Contracts” and, the schedule thereof, the “Assumed Contracts Schedule”). The Assumed Contracts Schedule remains subject to ongoing review and may be amended, modified, supplemented, or withdrawn, in whole or in part, including, without limitation, to add or remove unexpired leases or executory contracts from the schedule. The DAMIS Debtors will provide adequate notice of any changes thereto.

7. Non-Debtor Counterparties to the Assumed Contracts that wish to obtain a copy of the Winning Bidder’s information supporting its ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code (the “Adequate Assurance Information”) should contact the Winning Bidder’s representative {♦} at {♦}. As provided by the Sale Procedures Order, all Adequate Assurance Information shall be provided on a confidential basis, must be kept confidential, and shall only be used and disclosed as agreed to by the Winning Bidder or ordered by the Court.

8. Pursuant to the Sale Procedures Order, the deadline to object *solely* to (i) issues that could not have been raised by the Initial Sale Objection Deadline, (ii) the conduct of the Auction (if held), and (iii), with respect to Non-Debtor Counterparties to the Assumed Contracts, the specific identity of, and adequate assurance of future performance provided by, the Winning Bidder with respect to the applicable Assumed Contracts (each, a “Supplemental Sale Objection”) is {♦}, 2026, at 4:00 p.m. (ET) (the “Supplemental Sale Objection Deadline”). Any party objecting to either (i), (ii), or (iii) must file with the Court and serve on the Notice Parties (as defined below) a written objection (a) signed by counsel or attested to by the objecting party; (b) conforming with the applicable provisions of the Bankruptcy Rules and the Local Rules; and (c) stating with particularity the legal and factual basis for the objection and the specific grounds therefor. Any such objection must be (x) filed with the Clerk of the Court, together with proof of service and (y) served, on or before the Supplemental Sale Objection Deadline, via email upon:

- a. Counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com); Ian J. Bambrick

(ian.bambrick@faegredrinker.com), Patrick A. Jackson
(patrick.jackson@faegredrinker.com), Michael T. Gustafson
(mike.gustafson@faegredrinker.com) and Sarah E. Silveira
(sarah.silveira@faegredrinker.com);

- b. Counsel to the Official Committee of Unsecured Creditors, (i) Paul Hastings LLP, Attn: Kristopher Hansen (krishansen@paulhastings.com), Erez Gilad (erezgilad@paulhastings.com), and Gabe Sasson (gabesasson@paulhastings.com), and (ii) Connell Foley LLP, Attn: Robert Malone (rmalone@connellfoley.com), Brett Theisen (btheisen@connellfoley.com), and Kyle McEvilly (kmcevilly@connellfoley.com); and
- c. The Office of the United States Trustee for the District of New Jersey, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov) (collectively, the “Notice Parties”).

Solely with respect to Consultation Parties, the deadline to object with respect to any issue (including issues that could have been raised by the Initial Sale Objection) shall be the Supplemental Sale Objection Deadline, *provided* that each Secured Lender shall be considered a Consultation Party for purposes of this paragraph notwithstanding the status of a Secured Lender’s credit bid.

9. IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THEN THE COURT MAY APPROVE THE SALE TO THE WINNING BIDDER WITHOUT FURTHER NOTICE OR A HEARING.

10. Copies of this Notice and all other filings in the Chapter 11 Cases may be obtained by parties in interest free of charge on the dedicated webpage related to the Chapter 11 Cases maintained by the claims and noticing agent in these cases, <https://restructuring.ra.kroll.com/DAMIS>.

Dated: Florham Park, New Jersey
{♦}, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ DRAFT

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Counsel to the DAMIS Debtors and Debtors in Possession

Schedule 1

Assumed Contracts Schedule

[To Be Filed]