

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, <i>et al.</i> , Debtors	Chapter 11 Case No. 26-16439 (CMG) (Jointly Administered)

NOTICE OF DESIGNATION OF BARONE VENTURES LLC AS STALKING HORSE BIDDER FOR 12 CAMBRIDGE REALTY LLC AND 12 CAMBRIDGE LEASING LLC

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On September 8, 2026, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. 1048] (the “Sale Procedures Order”)¹ in the chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors and debtors in

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.

possession in the Chapter 11 Cases (together, the “DAMIS Debtors”),² that, among other things, established Sale 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 Barone Ventures LLC to serve as a stalking horse bidder (the “Stalking Horse Bidder”) to acquire certain lands located at 12 Cambridge Drive, Tumbull CT, certain buildings, fixtures and other improvements thereon, all easements, rights and appurtenances relating thereto, and all Intangible Property and Personal Property related thereto (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, the Stalking Horse Bidder proposes to acquire the Acquisition Package for \$3 million 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 \$60,000, and Expense Reimbursement in the amount of \$30,000. Accordingly, any additional Qualified Bid for the Assets must exceed \$3.2 million.

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 **November 12, 2026, at 10.00 a.m. (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 **November 9, 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 **November 9, 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).**

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.

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 **October 26, 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\nd 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 Douglas S. Skalka at Dskalka@npmlaw.com or 203-781-2845. 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 **November {19}, 2026, at 12:00 p.m. (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
October 9, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

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and Debtors in Possession*

Schedule 1

Stalking Horse Agreement

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this “Agreement”), dated as of October __, 2026 (the “Execution Date”), between 12 Cambridge Realty LLC, a Connecticut limited liability company and 12 Cambridge Leasing LLC, a Connecticut limited liability company (collectively, the “Seller”)¹, and Barone Ventures LLC, a Connecticut limited liability company (“Purchaser”).

PRELIMINARY STATEMENT

Sellers are each debtors in possession in bankruptcy cases pending in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) entitled DAMIS Holdings LLC, et al., Case No. 26-16439 (the “Bankruptcy Case”) (jointly administered).

Seller is the owner of (a) certain lands located at 12 Cambridge Drive, Trumbull, CT, and more particularly described by metes and bounds on Exhibit A annexed hereto (the “Land”), (b) certain buildings, fixtures and other improvements presently located on the Land (collectively, the “Improvements”), (c) all easements, rights and appurtenances relating to the Land and the Improvements (the “Rights”), (d) if and to the extent assignable by Seller, all right, title and interest of Seller, if any, in and to any intangible personal property relating to the Land and the Improvements, including any licenses, permits, plans, specifications, and any engineering, soil, seismic, geologic, hydrogeological, architectural and other reports and studies prepared for Seller by third-party consultants relating to the Land and Improvements (the “Intangible Property”), and (e) all fixtures, equipment and other personal property, if any, on the Land or within the Improvements used in connection with the ownership, operation, maintenance and repair of the Land and Improvements (the “Personal Property”), but excluding, Excluded Assets (as defined below).

By order dated September 8, 2026, the Bankruptcy Court entered an order establishing sale procedures for the sale of real and personal property owned by the Debtors’ estates, *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* dated September 8, 2026 (including all exhibits thereto, the “Sale Procedures Order”)².

Seller desires to sell, convey, Transfer and assign to Purchaser, and Purchaser desires to acquire from Seller, the Land, the Improvements, the Rights, the Intangible Property, and the Personal Property (all such property intended to be sold, conveyed, transferred or assigned by Seller to Purchaser being herein called the “Purchased Property”), subject to and in accordance with the provisions of this Agreement, the Sale Procedures Order and the Sale Order; provided, however, that the Purchased Property shall not include the Excluded Assets and Purchaser shall not assume any liabilities of the Seller of any nature or kind whatsoever other than the Assumed Liabilities (collectively, the “Excluded Liabilities”).

¹ Note: 12 Cambridge Drive Realty LLC owns the fee title to the property leases property to 12 Cambridge Drive Leasing LLC. 12 Cambridge Drive Leasing LLC holds the leases with tenants.

² Capitalized terms undefined herein shall have the meaning ascribed to them in the Sale Procedures Order.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1

SALE OF PURCHASED PROPERTY; PURCHASE PRICE; PAYMENT TERMS

1.1 Sale of Purchased Property. Seller hereby agrees to sell, convey, Transfer and assign to Purchaser, and Purchaser hereby agrees to purchase and acquire from Seller, the Purchased Property upon the terms and conditions herein contained and subject to and conditioned upon entry of the Sale Order and in accordance with Sections 105 and 363 of the United States Bankruptcy Code (the “Bankruptcy Code”).

1.2 Consideration. The aggregate purchase price for the Purchased Property is three million dollars (\$3,000,000.00) (the “Purchase Price”). The cash portion of the Purchase Price shall be paid in immediately available funds at Closing.

1.3 Payment Terms. The Purchase Price shall be payable as follows:

(a) within three (3) Business Days after the execution of this Agreement by all parties hereto, the sum of \$300,000.00 (the “Deposit”) shall be paid by Purchaser to the Escrow Agent by wire transfer of immediately available funds; and

(b) upon Closing, the balance of the cash portion of the Purchase Price, plus or minus any net closing adjustments, together with all undisputed Cure Costs, the amount reserved for any disputed Cure Costs and all customary Closing Costs and other amounts to be paid by Purchaser from sale proceeds, shall be paid by wire transfer of immediately available funds to Seller or its designees.

1.4 Terms of Escrow. The Deposit shall be held by Escrow Agent in escrow as a Good Faith Deposit in accordance with the terms of the Sale Procedures Order in an interest bearing account. Any interest accrued on the Deposit shall be paid to whichever party is entitled to the Deposit in accordance with the provisions of this Agreement, the Sale Procedures Order and the Sale Order. Interest on the Deposit shall be credited against the Purchase Price and shall be paid to Seller upon Closing. The Deposit shall be held and disbursed by Escrow Agent as a Good Faith Deposit in accordance with the terms of the Sale Procedures Order.

1.5 Federal Tax Identification Number. Purchaser represents that its federal tax identification number is 88-3758921. Purchaser acknowledges and agrees that Purchaser’s tax identification number shall be used on the account into which the Deposit is placed.

1.6 Excluded Assets. Notwithstanding anything to the contrary set forth in this Agreement or in any of the other Transaction Documents, the Parties expressly acknowledge and agree that nothing in this Agreement shall be construed to obligate any Seller to sell, convey, transfer to Purchaser any of the following assets, properties or rights of any Seller (all of which assets, properties and rights other than the Purchased Property being referred to as the “Excluded Assets”), for which each Seller shall retain all of its respective right, title and interest in and to the Excluded Assets and Purchaser shall not acquire and shall have no rights or Liabilities with respect to the right, title and interest of each Seller in and to the Excluded Assets:

- a) all cash and cash equivalents of Seller or any DAMIS Debtor, wherever located, including cash on hand, bank accounts, deposits, checks, wire proceeds, certificates of deposit, marketable securities and similar cash items, except for the Deposit solely to the extent credited against the Purchase Price at Closing;
- b) all causes of action, Claims, rights, remedies, defenses, counterclaims and other proceedings of Seller, any DAMIS Debtor or their respective estates, whether known or unknown, asserted or unasserted, contingent or non-contingent, matured or unmatured, derivative or direct, in law or equity, against any person or entity, arising under chapter 5 of the Bankruptcy Code and all analogous or similar causes of action under applicable state or federal law, together with all proceeds, recoveries, judgments, settlements, insurance proceeds and other amounts arising from or relating to any such causes of action (collectively, the “Excluded Actions”);
- c) all rights under this Agreement and the Transaction Documents, all bid deposits of third parties and all proceeds of the Excluded Actions;
- d) All Seller Contracts that are not Assumed Contracts;
- e) all books, records, tax returns, work papers, insurance policies and other materials relating exclusively to the foregoing; and
- f) any other asset identified as excluded in the Sale Order. No release of any insider or estate cause of action is granted or implied by this Agreement.

1.7 Assumed Liabilities. At Closing, Purchaser shall assume, pay, perform and discharge only (i) liabilities under the Assumed Contracts arising after Closing, other than liabilities attributable to Seller’s pre-Closing breach, nonperformance or violation of law; (ii) all Cure Costs for the Assumed Contracts, subject to the dispute, escrow and resolution procedures in Section 12.5; (iii) liabilities arising after Closing under any permit or approval included in the Purchased Property; and (iv) any other liability expressly identified as an Assumed Liability in the Sale Order (collectively, the “Assumed Liabilities”).

1.8 Excluded Liabilities. Purchaser shall not be liable for any Excluded Liability by reason of acquiring the Purchased Property.

1.9 Assumption and Assignment of Contracts. Seller shall file with the Bankruptcy Court no later than three (3) Business Days following the Sale Commencement Date a notice (a “Notice of Potential Assumption & Assignment”) in the form approved by the Sale Procedures

Order and serve such Notice of Potential Assumption & Assignment on each Non-Seller Counterparty to each of the Seller Contracts identified therein that are related to the Purchased Property that Sellers are potentially seeking to assume and assign in accordance with this Agreement and in connection with the transactions contemplated hereby (the “Potentially Assumed Contracts”), including for each Potentially Assumed Contract the Cure Cost amount computed by Sellers. In the event that the Sellers identify any additional Seller Contracts or Non-Seller Counterparties that were not included in or served with the Notice of Potential Assumption & Assignment, the Sellers may subsequently serve the Non-Seller Counterparties with a supplemental Notice of Potential Assumption & Assignment and the procedures for the assumption and assignment of Seller Contracts (the “Assignment Procedures”) set forth in the Sale Procedures Order shall nevertheless apply to such Non-Seller Counterparty. Within twenty four hours following the conclusion of the Auction, Purchaser shall provide to Seller, and Seller shall file with the Bankruptcy Court a list of the Potentially Assumed Contracts that Purchaser desires to take assignment of (the “Assumed Contracts”). At the Closing, Seller shall assume and assign to Purchaser the Assumed Contracts listed on Schedule 1.9 (as may be modified from time to time, the “Assumed Contracts Schedule”), in each case, pursuant to Section 365 of the Bankruptcy Code or the Sale Order, and Purchaser shall accept such assumption and assignment and provide adequate assurance as may be required under Section 365 of the Bankruptcy Code and the payment by Purchaser of all Cure Costs related to the Assumed Contracts. The assumption and assignment of any Seller Contract is subject to payment or escrow of Cure Costs by the Purchaser, Court approval and consummation of the Sale, and no Seller Contract shall be deemed assumed or assigned unless those conditions are satisfied.

- (a) Not later than 3 Business Days prior to the expected Closing Date (or such later date as may be approved by the Bankruptcy Court) (the “Designation Deadline”), Purchaser may, in its sole discretion, designate additional Potentially Assumed Contracts as Assumed Contracts, and shall provide written notice to the Seller of their final list of Assumed Contracts in the form of an updated Assumed Contracts Schedule.
- (b) For the avoidance of doubt, (x) any Potentially Assumed Contracts not identified as an Assumed Contract on the Assumed Contracts Schedule shall be deemed excluded and may be rejected by the Seller party thereto after the expiration of the Designation Deadline, (y) no prepetition Cure Cost shall be due or payable with respect to any Assumed Contracts until the permanent assumption thereof and (z) each Assumed Contract pursuant to this (b) shall concurrently be deemed to have become part of the Purchased Property.
- (c) As part of Sale Procedures Order, Seller shall request that, any Non-Seller Counterparty to a Potentially Assumed Contract that fails to object in accordance with the Assignment Procedures set forth in the Sale Procedures Order shall be barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Potentially Assumed Contract in the event it is assumed and/or assigned by the Sellers, and the Sellers shall be entitled to rely solely upon the Cure Costs, and shall be deemed to have consented to the assumption, assignment, and/or Transfer of such Potentially Assumed Contract.
- (d) At Purchaser’s reasonable request, and at Purchaser’s sole cost and expense (other than the incremental cost of Seller’s counsel and other advisors in connection with such

cooperation), Seller shall reasonably cooperate with Purchaser to allow Purchaser to enter into an amendment of any Assumed Contract (including, without limitation amending any Cure Costs) upon assumption of such Assumed Contract by Purchaser (and Seller shall reasonably cooperate with Purchaser to the extent reasonably requested by Purchaser in negotiations with the counterparties thereof); provided that (i) in no event shall any such amendments be effective prior to the Closing and (ii) Seller shall not be required to enter into any such amendment if such amendment would result in the incurrence of any Liability by Seller that is not otherwise paid by Purchaser at the time of the assumption by Sellers of such Assumed Contract.

- (e) Subject to (f), to the extent that there is (i) an objection to the assignment and assumption of any Assumed Contract outstanding at the Closing Date, or (ii) any Necessary Consent that is required to assume and assign to Purchaser any Assumed Contract is not obtained by the Closing Date, Seller shall, with respect to each such Seller Contract, from and after the Closing and until the earlier to occur of (A) the date on which such objection is resolved or such applicable Necessary Consent is obtained, and (B) the date on which such Seller Contract is deemed rejected under Section 365 of the Bankruptcy Code, use commercially reasonable efforts during the term of such Seller Contract (and to the extent the term of such Seller Contract ends prior to the earlier of clause (A) or (B)) to (1) provide to Purchaser the benefits under such Seller Contract, (2) cooperate in any reasonable and lawful arrangement, including holding such Seller Contract in trust for Purchaser pending resolution of such objection or receipt of the Necessary Consent, designed to provide such benefits to Purchaser, and (3) use its commercially reasonable efforts to enforce for the account of Purchaser any rights of such Seller under such Seller Contract, including the right to elect to terminate such Seller Contract in accordance with the terms thereof upon the written direction of Purchaser; provided, however, that notwithstanding the foregoing, Seller shall not be obligated to take any action that breaches, violates or results in default under the terms of any Seller Contract (other than rejection of such Seller Contract pursuant to the terms of this Agreement). Purchaser shall reasonably cooperate with Seller in order to enable Seller to provide to Purchaser the benefits contemplated by this (e).
- (f) Notwithstanding the foregoing, a Seller Contract shall not be an Assumed Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Seller Contract is (i) deemed rejected under Section 365 of the Bankruptcy Code or (ii) the subject of an objection to assignment or assumption or requires a Necessary Consent of any Governmental Entity or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the assumption and assignment by Seller to Purchaser of such Seller Contract pursuant to Section 365 of the Bankruptcy Code, and such objection has not been resolved or such Necessary Consent has not been obtained prior to the 60th day following the Closing (as such 60-day period may be extended by mutual agreement of Purchaser and Seller).

ARTICLE 2

TITLE TO PURCHASED PROPERTY

2.1 Title to Land and Improvements. Title to the Land and Improvements shall be insurable at regular rates by a reputable title insurance company selected by Purchaser and authorized to do business in the state in which the Purchased Property is located (“Title Insurer”), subject to (a) all easements, restrictions and covenants of record, (b) all matters that arise out of actions of Purchaser or its agents, representatives or contractors, (c) all matters the Title Insurer is willing to insure over without any additional premium or indemnity from Purchaser, (d) the Title Insurer’s printed coverage exclusions, (e) such state of facts as would be disclosed by a survey or inspection of the Land and the Improvements, and (f) liens for real estate taxes not due and payable (collectively, the “Permitted Exceptions”).

2.2 Title Defects. Purchaser shall order a title commitment for the Land and Improvements from the Title Insurer (the “Title Commitment”). Purchaser shall furnish to Seller within five (5) days after the Execution Date a copy the Title Commitment, together with a statement specifying any exceptions or defects in title revealed by the Title Commitment to which Purchaser objects; which are not Permitted Exceptions and which will not be addressed by the Sale Order (as hereinafter defined) (“Purchaser’s Statement”). If Purchaser fails to furnish Purchaser’s Statement to Seller by such deadline set forth in the preceding sentence, Purchaser shall conclusively be deemed to have waived its right to object to any exceptions or defects in title which are not Permitted Exceptions. Seller shall notify Purchaser within ten (10) days after receipt of Purchaser’s Statement whether Seller will remove such exceptions or defects. Purchaser agrees that Seller shall have no obligation to remove such exceptions or defects or to incur any cost or expense in connection therewith, and that Seller will have no obligation to take any action with respect to any Monetary Encumbrances (as hereinafter defined) except to obtain the Sale Order. If Sellers do not agree in writing to remove such exceptions or defects within ten (10) days of receipt of Purchaser’s Statement (“Sellers’ Reply to Statement”) , Purchaser shall have the right, upon notice to Seller given within three (3) days of receipt of Sellers’ Reply to Statement either to (a) waive the exceptions or defects and close title without abatement or reduction of the Purchase Price, or (b) terminate this Agreement whereupon the Deposit shall be refunded to Purchaser and, except as provided herein, this Agreement and all rights and obligations of the respective parties hereunder shall be null and void. If Purchaser does not advise Seller of its election to terminate this Agreement within such period, Purchaser shall conclusively be deemed to have waived such right of termination on account of any title exceptions or defects disclosed in the Title Commitment and such exceptions and defects shall be Permitted Exceptions.

ARTICLE 3

RESERVED.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Representations and Warranties. As an inducement to Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that:

(a) Each Seller is a limited liability company duly organized and validly existing under the laws of the State of Connecticut, is in good standing, is qualified to conduct business in the state in which the Purchased Property is located and, subject to receipt of the Sale Order, has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Seller of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Seller is a party or by which Seller or the Purchased Property is bound;

(b) subject to the entry of the Sale Order, the execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any judgment, order, writ, injunction or decree of any court applicable to Seller or the Purchased Property;

(c) all proceedings required to be taken by or on behalf of Seller to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken, subject to the entry of the Sale Order, and this Agreement is the legal, valid and binding obligation of Seller enforceable in accordance with its terms, subject to the limitations imposed on Seller as a result of the Bankruptcy Cases (as hereinafter defined);

(f) Seller has not been, is not, and hereafter will not be, (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (“Executive Order”) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of “Designated Nationals” as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations, narcotics traffickers or other “blocked” persons or entities maintained by the United States Department of State (Terrorist Organizations or Disbarred Parties), the United States Department of Commerce (Denied Persons and Entities), the United States Department of Treasury (Specially Designated Nationals and Blocked Persons) or any other governmental authority or pursuant to the Executive Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ. L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 as-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Executive Order (the Executive Order and such other rules, regulations, legislation or orders are collectively called the “Executive Orders”); (vi) engaged in activities prohibited in the Executive Orders; or (vii) convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.); and

(g) Seller is not a “foreign person” under the Foreign Investment in Real Property Tax Act of 1980 (“FIRPTA”).

4.2 Changes in Representations and Warranties. (a) If before the Closing, Purchaser acquires knowledge that any representation or warranty set forth in Section 4.1 is inaccurate in any material respect, Purchaser shall, within five (5) days after acquiring such knowledge (but in any event prior to the Closing), give Seller notice of the inaccuracy, together with a description of the basis therefor.

(b) Upon receiving notice from Purchaser under Section 4.2(a) that a representation or warranty is inaccurate in any material respect, or if Seller otherwise obtains Actual Knowledge that a representation or warranty contained in Section 4.1 is inaccurate in any material respect, Seller shall have the right to cure such condition before the Closing (and shall be entitled to a reasonable extension of the scheduled Closing Date), and, except as provided in this Section 4.2(b), the existence of such condition shall not be a ground for Purchaser terminating this Agreement. Upon receiving any such notice from Purchaser under Section 4.2(a), or if Seller otherwise obtains Actual Knowledge that a representation or warranty contained in Section 4.1 is inaccurate in any material respect, Seller shall promptly notify Purchaser whether Seller will be able or is willing to cure such condition prior to the Closing Date. If Seller is unable or unwilling to cure any such representation or warranty which is inaccurate, Purchaser’s exclusive remedy shall be to either (i) waive the representation and warranty to the extent that it is inaccurate and all rights and remedies relating thereto and close title without any abatement of the Purchase Price, or (ii) terminate this Agreement by notice to Seller and Escrow Agent given within ten (10) days after Seller notifies Purchaser that Seller will be unable or is unwilling to cure the same. If Purchaser fails to terminate this Agreement by notice given to Seller and Escrow Agent within such ten (10) day period, Purchaser shall be conclusively deemed to have elected to waive the representation and warranty to the extent that it is inaccurate and the rights and remedies relating thereto and to close title pursuant to clause (i) of the preceding sentence. In the event this Agreement is terminated pursuant to this Section 4.2(b), the Deposit shall be refunded to Purchaser, whereupon, except as provided herein, this Agreement and all rights and obligations of the parties hereunder shall be null and void.

4.3 Limitation on Seller’s Representations, Warranties, Covenants and Agreements. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE OF SELLER HAS MADE, AND SELLER IS NOT LIABLE OR RESPONSIBLE FOR OR BOUND IN ANY MANNER BY, ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, OBLIGATIONS, GUARANTEES, STATEMENTS, INFORMATION OR INDUCEMENTS PERTAINING TO THE PURCHASED PROPERTY OR ANY PART THEREOF, TITLE TO THE PURCHASED PROPERTY, THE PHYSICAL CONDITION THEREOF, THE FITNESS AND QUALITY THEREOF, THE VALUE AND PROFITABILITY THEREOF, ANY PERMITS OR APPROVALS RELATING TO THE PURCHASED PROPERTY OR ANY OTHER MATTER OR THING WHATSOEVER WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS

EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY MEMBER, PARTNER, DIRECTOR, OFFICER, EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER IS LIABLE OR RESPONSIBLE FOR OR BOUND IN ANY MANNER BY (AND PURCHASER HAS NOT RELIED UPON) ANY VERBAL OR WRITTEN OR SUPPLIED REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS, OBLIGATIONS, GUARANTEES, STATEMENTS, INFORMATION OR INDUCEMENTS PERTAINING TO THE PURCHASED PROPERTY OR ANY PART THEREOF, AND ANY OTHER INFORMATION RESPECTING SAME FURNISHED BY OR OBTAINED FROM SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE PURCHASED PROPERTY IN ITS "AS IS" CONDITION AT THE DATE HEREOF, DAMAGE FROM CASUALTY AND REASONABLE WEAR AND TEAR FROM THE DATE HEREOF UNTIL THE CLOSING EXCEPTED. SELLER SHALL NOT HAVE ANY LIABILITY OF ANY KIND OR NATURE FOR ANY DEFECTS IN THE PURCHASED PROPERTY DISCOVERED AFTER THE CLOSING DATE, WHETHER LATENT OR PATENT.

4.4 Survival of Seller's Representations and Warranties. The representations and warranties contained in Section 4.1 are true and accurate as of the date hereof and, except for any representations and warranties which are waived or deemed waived pursuant to Section 4.2, shall be deemed to be repeated and shall be true and accurate as of the Closing Date. The representations and warranties in Section 4.1 shall not survive the Closing.

4.5 Actual Knowledge. References to the "Actual Knowledge" of Seller or words of similar import shall refer only to the current actual (as opposed to implied or constructive) knowledge of Perry M. Mandarino and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller or any parent, subsidiary or Affiliate of Seller or to any other officer, agent, manager, representative or employee of Seller or to impose upon Perry M. Mandarino any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. Notwithstanding anything to the contrary contained in this Agreement, Perry M. Mandarino shall have no personal liability hereunder.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PURCHASER

5.1 Representations and Warranties. As an inducement to Seller to enter into this Agreement, Purchaser represents and warrants that:

(a) Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Connecticut, is in good standing, is qualified to conduct business in the state in which the Purchased Property is located, has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Purchaser of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Purchaser is a party or by which Purchaser is bound;

(b) the execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of any legal requirement to which Purchaser is subject, or violate any judgment, order, writ, injunction or decree of the Bankruptcy Court or any other court applicable to Purchaser;

(c) all proceedings required to be taken by or on behalf of Purchaser to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken, subject to the issuance of the Sale Order, and this Agreement is the legal, valid and binding obligation of Purchaser enforceable in accordance with its terms;

(d) Purchaser is not, to Purchaser's knowledge, the subject of any governmental action or investigations that would impair Purchaser's ability to close the Sale or perform its obligations under any contracts and leases to be assumed or assigned or which would have a materially adverse effect on operations, and that it is not in violation of any such laws, including inter alia, the Foreign Corrupt Practices Act;

(e) other than the Sale Order, no consent, authorization, license, permit, registration or approval of, or exemption or other action by, any governmental or public body, commission or authority is required in connection with the execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby in the manner contemplated herein;

(f) Purchaser has relied and shall continue to rely solely on its own investigation and other than Seller's express representations and warranties set forth in Paragraph 4 of this Agreement, Purchaser has not relied and shall not rely upon any oral or written statements or representations made by Seller or its personnel or agents and acknowledges that no employee or representative of Seller has been authorized to make any statements or representations;

(g) Purchaser has not been, is not, and hereafter will not be, (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Orders or the rules and regulations of OFAC; (vi) engaged in activities prohibited in the Orders; or (vii) convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.);

(h) Purchaser has available cash or binding financing commitments sufficient to consummate the Sale and pay all required Closing Costs, Cure Costs and other cash obligations, and any such financing is not subject to internal approvals, syndication requirements, diligence or credit

committee approval. Purchaser's obligation to close is not contingent on obtaining or maintaining financing;

(i) Purchaser has the financial, operational, and regulatory wherewithal to consummate the Sale and perform under contracts and leases to be assumed and assigned to Purchaser; and

(j) Except as set forth in Schedule 5.1(j), Purchaser has no Actual Knowledge of any connection, directly or indirectly, to any of the DAMIS Debtors, any non-debtor affiliates of the DAMIS Debtors, Michael Shabsels and his family members, David Shabsels and his family members, Mark Graham, or any officers, directors, direct or indirect equity owners, membership interest holders, or insiders of the DAMIS Debtors and their affiliates.

5.2 Actual Knowledge. References to the "Actual Knowledge" of Purchaser or words of similar import shall refer only to the current actual (as opposed to implied or constructive) knowledge of Biagio Barone and shall not be construed, by imputation or otherwise, to refer to the knowledge of Purchaser or any parent, subsidiary or Affiliate of Purchaser or to any other officer, agent, manager, representative or employee of Purchaser or to impose upon Biagio Barone any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. Notwithstanding anything to the contrary contained in this Agreement, Biagio Barone shall have no personal liability hereunder.

5.3 Survival of Purchaser's Representations and Warranties. The representations and warranties contained in Section 5.1 are true and accurate as of the date hereof, shall be deemed to be repeated at and as of the Closing Date and shall be true and accurate as of such date. The representations and warranties in Section 5.1 shall not survive the Closing.

ARTICLE 6

CERTIFICATE OF OCCUPANCY

6.1 Certificate of Occupancy. If any certificate of occupancy, certificate of continued occupancy, site plan waiver, smoke detector certificate or other approval is necessary to legally convey title to the Purchased Property, notwithstanding that the applicable legal requirement may require that Seller obtain same, Purchaser shall obtain any such approval at its sole cost and expense prior to the Closing Date. Purchaser shall indemnify and hold Seller harmless from and in connection with the failure to obtain any such approval. The provisions of this Section 6.1 shall survive the Closing.

ARTICLE 7

DAMAGE, DESTRUCTION AND CONDEMNATION

7.1 Casualty. The risk of loss or damage to the Purchased Property by fire or other casualty before the delivery of the deed hereunder is assumed by Seller. In the event of any damage to or destruction of the Improvements due to fire or any other cause or hazard, Seller shall promptly give notice thereof to Purchaser describing such damage and indicating the estimated cost for restoration to substantially the same condition as existed prior to the damage (the “Restoration”). If the cost of the Restoration is estimated by a third party contractor, architect, engineer or insurance adjustor selected by Seller to be in excess of fifteen percent (15%) of the Purchase Price, then Purchaser and Seller shall each have the right, upon notice to the other party given within fifteen (15) days after Purchaser’s receipt of such notice from Seller of such occurrence, to terminate this Agreement. Upon such termination, the Deposit shall be refunded to Purchaser and, except as expressly provided herein, this Agreement and the rights and obligations of the respective parties hereunder shall be null and void. In the event that the cost of Restoration is less than fifteen percent (15%) of the Purchase Price, or if in excess thereof but neither Purchaser nor Seller elects to terminate this Agreement, then on the Closing Date, Seller shall assign to Purchaser all of Seller’s right, title and interest in and to all insurance awards payable (but not yet paid) by reason thereof and Purchaser shall be entitled to a credit against the Purchase Price in the amount of any insurance proceeds actually received by Seller on account of such damage to or destruction of the Improvements (less an amount equal to all costs and expenses incurred by Seller in connection with the insurance claim).

7.2 Condemnation. In the event any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain of the Purchased Property or any portion thereof, Seller shall promptly notify Purchaser thereof, describing the nature and extent thereof. If Purchaser determines in good faith that such taking will materially adversely affect the use of the Purchased Property for its current use, Purchaser may, at its election, terminate this Agreement by written notice to Seller given within fifteen (15) days after Purchaser’s receipt of such notice from Seller, whereupon the Deposit shall be refunded to Purchaser and, except as expressly set forth to the contrary herein, this Agreement and the rights and obligations of the respective parties hereunder shall be null and void. In the event Purchaser does not terminate this Agreement by reason of any such taking within such fifteen (15) day period, then and in that event, the sale of the Purchased Property shall be consummated as herein provided and Seller shall assign to Purchaser on the Closing Date all of Seller’s right, title and interest in and to all awards payable by reason thereof and shall pay over to Purchaser all amounts theretofore received by Seller in connection with such taking (less an amount equal to all costs and expenses incurred by Seller in connection with such taking).

ARTICLE 8

CLOSING DATE, DELIVERY OF DOCUMENTS AND TERMINATION

8.1 Closing Date. The closing of this transaction (the “Closing”) shall be conducted on a date selected by Seller, after consultation with Purchaser and the Consultation Parties, no later than fourteen (14) days after entry of the Sale Order, subject only to any extension permitted by order of the Bankruptcy Court or a written agreement of the parties. The Closing shall be conducted as an “escrow closing” with Title Insurer acting as the closing escrow agent. Seller and Purchaser shall each have the right to give Title Insurer, in its capacity as closing escrow agent,

reasonable escrow instructions which are consistent with the provisions of this Agreement. Possession of the Purchased Property shall be given to Purchaser at Closing, subject to the Permitted Exceptions.

8.2 Documents to be Delivered by Seller. On the Closing Date, Seller shall deliver to Purchaser the following documents:

(a) duly executed Limited Warranty Deed from Seller for the Land and the Improvements in the form attached hereto as Exhibit B (the “Deed”), subject to the Permitted Exceptions, together with such transfer tax forms as may be required by the applicable governmental authority;

(b) duly executed Affidavit of Title in form reasonably acceptable to Seller;

(c) duly executed FIRPTA Affidavit of Seller in form reasonably acceptable to Title Insurer;

(d) duly executed assignment of Intangible Property in form reasonably acceptable to Seller (the “Assignment of Intangible Property”);

(e) duly executed Bill of Sale for the Personal Property in form reasonably acceptable to Seller;

(f) documentation to establish to Title Insurer’s reasonable satisfaction the due authorization of Seller’s execution of all documents contemplated by this Agreement;

(g) duly executed statement showing all closing prorations (the “Closing Statement”);

(h) the Sale Order in recordable form;

(i) duly executed counterparts to one or more assumption and assignment agreements with respect to the Assumed Contracts substantially in the form and substance reasonably acceptable to Purchaser and Seller (the “Assumption and Assignment Agreements”) and evidence reasonably satisfactory to Seller that all undisputed Cure Costs and required reserves for disputed Cure Costs have been funded; and

(j) such other documents and instruments as Title Insurer, Seller or the Bankruptcy Court may reasonably request to perfect title to any of the Purchased Property, implement the Sale Order or effect the approved assumption and assignment of the Assumed Contracts, provided Seller shall not be obligated to execute any document which increases its liability hereunder.

8.3 Documents to be Delivered by Purchaser. On the Closing Date, Purchaser shall pay the balance of the Purchase Price in accordance with Section 1.3 and shall deliver to Seller the following documents:

(a) duly executed transfer tax forms as may be required by the applicable governmental authority to record the Deed;

(b) documentation to establish to Seller's reasonable satisfaction the due authorization of Purchaser's execution of all documents contemplated by this Agreement;

(c) duly executed Assignment of Intangible Property;

(d) duly executed Closing Statement;

(e) duly executed counterparts to the Assumption and Assignment Agreements and evidence reasonably satisfactory to Seller of Purchaser's funding, adequate assurance and authorization required by the Sale Procedures Order and Section 12.5; and

(f) such other documents and instruments as Title Insurer, Seller or the Bankruptcy Court may reasonably request to implement the Sale Order or effect the approved assumption and assignment of the Assumed Contracts.

8.4 Termination of Agreement. This Agreement may be terminated prior to the Closing:

(a) by mutual written consent of Purchaser and Seller, or

(b) in accordance with the terms of this Agreement or order of the Bankruptcy Court.

8.5 Authorized Bid Protections.

Seller confirms that its negotiation of this Agreement with Buyer is critical to its obtaining the highest and best price for its assets, and that without Buyer's commitment of substantial time and expense to the process, Seller would have to employ a less orderly process for the sale of its assets risking a lower return on the sale. Seller acknowledges that Purchaser would not have invested the time and incurred the expense of negotiating and documenting the transaction if it were not entitled to a break-up fee as described below. Notwithstanding anything in this Agreement to the contrary, if Purchaser is not the successful bidder for the Purchased Property because a Competing Transaction is approved by the Bankruptcy Court, Purchaser shall be entitled to a break-up fee of Sixty Thousand and 00/00 Dollars (\$60,000.00) (the "Break-up Fee") and reimbursement of the Purchaser's reasonable out-of-pocket fees, costs and expenses incurred in connection with the preparation, negotiation, execution, delivery and performance of this Agreement, subject to a cap of \$30,000.00 (the "Expense Reimbursement" and jointly with the Break-Up Fee, the "Authorized Bid Protections"). The Break-Up Fee and Expense Reimbursement shall be payable to Purchaser at the closing of the sale of the Competing Transaction.

ARTICLE 9

CLOSING ADJUSTMENTS

9.1 Adjustment Time. All apportionments and adjustments shall be made as of 12:00 midnight on the day immediately preceding the Closing Date.

9.2 Description of Items to be Adjusted. The following apportionments and adjustments shall be made:

(a) The amount of the real estate transfer tax imposed on Seller by law in connection with the conveyance of the Purchased Property shall be paid half by Seller and half by Purchaser;

(b) real estate taxes assessed against the Land and Improvements based on the calendar year assessed;

(c) Charges for electric, natural gas, water and sewer shall not be adjusted. Seller shall attempt to cause the meters for such utilities to be read within two (2) days prior to the Closing Date and shall pay for such utilities based upon such readings. If Seller does not obtain meter readings for any of such utilities prior to the Closing Date, then Seller shall cause the meters to be read as promptly as practicable after the Closing Date and such charges shall be apportioned as soon as practicable after the meters are read and the parties shall reasonably cooperate with one another in connection with such apportionment;

(d) If there are any assessments against the Purchased Property on the Closing Date, Seller shall pay same; and

(e) All other income and expense from the Purchased Property of every type and nature that are typically adjusted in similar transactions.

If any of the foregoing cannot be apportioned at the Closing Date because of the unavailability of the amounts which are to be apportioned, such items shall be apportioned as soon as practicable after the Closing Date and the parties shall reasonably cooperate with one another in connection with such apportionment.

ARTICLE 10

BANKRUPTCY MATTERS

10.1 The Seller and Purchaser acknowledge and agree that Purchaser is the Stalking Horse Bidder and this Agreement is the Stalking Horse Agreement. As promptly as possible after the date hereof, in accordance with the Sale Procedures Order, Seller will file and serve the

Stalking Horse Notice and a proposed form of Sale Order approving the sale of the Purchased Property to the Purchaser. Seller and Purchaser's obligation to close the transaction herein is expressly conditioned upon entry of a final Sale Order.

10.2 Competing Transactions.

(a) Consummation of the transactions contemplated hereby is subject to approval by the Bankruptcy Court and the consideration by the DAMIS Debtors and the Bankruptcy Court of higher or better competing bids. From and after the date hereof until the Auction is declared closed by DAMIS Debtors in accordance with the Sale Procedures Order, Seller shall be permitted to cause its respective representatives and affiliates to (i) initiate contact with, or solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its affiliates, agents and representatives) with respect to any transaction (or series of transactions) involving the direct or indirect sale, transfer or other disposition of all, or a material portion of, the Purchased Property to a purchaser or purchasers other than Purchaser or effecting any other transaction the consummation of which would be substantially inconsistent with or in lieu of the transactions contemplated hereby, including by way of any merger, share purchase or exchange, asset purchase, tender offer, business combination, consolidation, joint venture, license, restructuring, reorganization, recapitalization, spin-off, split-off, or other transaction (a "Competing Transaction"), and (ii) respond to any inquiries or offers with respect to a Competing Transaction, including the purchase of all or any part of the Purchased Property and perform any and all other acts related thereto which are required or permitted under the Bankruptcy Code, the Sale Procedures Order, or other applicable law, including supplying information relating to the assets of Seller to prospective purchasers.

(b) If, upon completion of the Auction, Seller has determined that a Competing Transaction constitutes a higher and better offer, Seller may determine that Purchaser's bid is the next highest bid and select Purchaser as a back-up bidder (the "Back-Up Bidder") or may select another Back-Up Bidder as provided in the Sale Procedures Order on the terms and conditions contained herein (as revised in the Auction), or may select another Back-Up Bidder as provided in the Sale Procedures Order. Purchaser hereby agrees and acknowledges that it shall serve as a Back-Up Bidder if so requested.

(c) Seller agrees that all pleadings with respect to the transactions contemplated hereby, including any reply in support thereof or any pleading relating to the assignment or assumption of Seller Contracts, shall be provided to Purchaser as soon as reasonably practicable, but in no event less than two (2) Business Days, prior to filing and shall be reasonably acceptable to Purchaser. Purchaser and Seller understand and agree that such contemplated transactions are subject to approval by the Bankruptcy Court.

10.3 Bankruptcy Court Filings

Purchaser and Seller shall take all actions as may be reasonably necessary to cause the Sale Order to be issued, entered and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Court's entry of the Sale Order including a finding of adequate assurance of future

performance by Seller within the meaning of section 365 of the Bankruptcy Code, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Seller under this Agreement and demonstrating that Purchaser is a “good faith” Purchaser under section 363(m) of the Bankruptcy Code.

ARTICLE 11

DEFAULT; REMEDIES

11.1 Default by Purchaser. A “Purchaser Default” shall mean (a) a default by Purchaser under this Agreement which remains uncured for ten (10) days after Seller’s notice to Purchaser thereof, unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period, in which case Purchaser shall have such longer period as shall be necessary to cure such default, so long as Purchaser proceeds promptly to cure such default within such ten (10) day period, prosecutes such cure to completion with due diligence within thirty (30) days and advises Seller of the actions which Purchaser is taking and the progress being made, or (b) a breach of any representation or warranty by Purchaser expressly set forth in this Agreement. Notwithstanding the forgoing, (i) there shall be no cure period if Purchaser fails to pay the Deposit on the date required pursuant to Section 1.3, it being understood that upon such failure, Seller shall have the right to terminate this Agreement by notice given to Purchaser and there shall be no cure right.

11.2 Default by Seller. A “Seller Default” shall mean (a) a default by Seller under this Agreement which remains uncured for ten (10) days after Purchaser’s notice to Seller thereof, unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period, in which case Seller shall have such longer period as shall be necessary to cure such default, so long as Seller proceeds promptly to cure such default within such ten (10) day period and thereafter prosecutes the cure to completion within thirty (30) days and advises Purchaser of the actions which Seller is taking and the progress being made, or (b) subject to the provisions of Section 4.2, a material breach of any representation or warranty by Seller expressly set forth in this Agreement.

11.3 Remedies.

(a) Of Seller. In the event a Purchaser Default occurs, Seller shall, as its sole and exclusive remedy hereunder, have the right to terminate this Agreement and receive the Deposit, and such payment shall constitute and be liquidated and agreed damages, whereupon the parties hereto shall be relieved of any further liability or obligation to each other, it being expressly understood that the receipt by Seller of such monies shall be the sole and exclusive right and remedy of Seller and constitutes a fair and reasonable amount for the damage sustained by Seller by reason of Purchaser’s breach of this Agreement.

(b) Of Purchaser. In the event a Seller Default occurs, Purchaser shall, subject to the provisions of Section 4.2, be entitled, as its sole and exclusive remedy, to terminate this Agreement, receive the Deposit and the Expense Reimbursement, and upon payment thereof to Purchaser, the parties hereto shall be relieved of any further liability or obligation to each other, it

being expressly understood that such payment to Purchaser constitutes a fair and reasonable amount for the damage sustained by Purchaser by reason of Seller's breach of this Agreement. Under no circumstances shall Seller be liable to Purchaser for any damages, whether such damages are direct or consequential.

11.4 No Limitation on Indemnification; Failure to Pay Deposit. Notwithstanding anything to the contrary set forth in Section 10.3, if Purchaser defaults under this Agreement by its failure to pay the Deposit pursuant to Section 1.3, then Seller shall have the right to maintain an action for damages to recover such amount.

11.5 Limitation on Seller's Damage After Closing. Notwithstanding any provision of this Agreement to the contrary or any provision of law or equity, if the Closing occurs, Purchaser shall have no recourse, claim, remedy or right against Seller, at law or in equity, to assert or maintain any action for damages, direct, indirect, consequential or otherwise, or any other remedy available at law or in equity, or to rescind this Agreement, as a result of any breach of the representations or warranties of Seller occurring on or prior to the Closing Date

11.6 Waiver of Claims; Release of Seller. Purchaser, by paying the Purchase Price on the Closing Date, shall be deemed to release Seller and its Related Parties from, and to waive all claims of liability against Seller and the Related Parties for or attributable to the condition of the Purchased Property, including, without limitation, claims or liabilities relating to the physical condition of the Purchased Property or the presence, discovery, removal, release, spill, or discharge of any hazardous substance (as defined in any federal, state, or local statute, law, rule, regulation or order) in, at, under, about, or migrating to or from the Purchased Property, including any claims or causes of action under any federal, state, county or local law, statute, judgment, order, regulation or requirement now existing or hereinafter enacted relating to environmental contamination. Purchaser, as of the Closing, shall be deemed to assume and take responsibility for all losses, costs, claims, liabilities, expenses, demands and obligations attributable to the condition of the Purchased Property. The provisions of this Section 10.6 shall survive the Closing. For the avoidance of doubt, nothing in this Section 10.6 or any other provision of this Agreement releases, waives, transfers or limits any Excluded Action, estate cause of action or other Excluded Asset.

ARTICLE 12

MISCELLANEOUS

12.1 Brokerage Commission and Finder's Fee. The parties agree that they have dealt with A&G Real Estate Partners who shall be paid by the Seller and Hodson Realty who shall be paid by Purchaser, and no other real estate broker, investment banker, person, firm or entity who would be able to claim a real estate brokerage, business opportunity brokerage or finder's fee as the procuring cause of this transaction. Each of the parties agrees to indemnify the other and hold the other harmless of and from any and all loss, cost, damage, injury or expense arising out of, or in any way related to, assertions, by any other person, firm or entity of a claim to real estate brokerage, business opportunity brokerage or finder's fee based on alleged contacts between the claiming party and the indemnifying party which have resulted in allegedly providing a broker or finder with the right to claim such commission or finder's fee. This Section 11.1 shall survive the Closing and any termination of this Agreement.

12.2 Notices. All notices or other communications required or permitted to be given hereunder shall be given in writing and delivered by (a) certified mail, return receipt requested, postage prepaid, (b) by a reputable overnight delivery service such as Federal Express, or (c) email, addressed as follows:

To Seller:

c/o B. Riley Securities, Inc.
299 Park Avenue
New York, NY 10171
Attention: Perry M. Mandarino
Email: pmandarino@brileysecurities.com

With a copy to:

Faegre Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, NJ 07932
Attention: Michael Pompeo
Email: michael.pompeo@faegredrinker.com

To Purchaser:

Barone Ventures, LLC
88 Ryders Lane
Stratford, CT 06614
Attention: Biagio Barone
Email: baronepropertiesct@gmail.com

With a copy to:

Neubert, Pepe & Monteith, P.C.
195 Church Street
New Haven, CT 06510
Attention: Douglas Skalka
Email: dskalka@npmlaw.com

To Escrow Agent:

Old Republic National Title Insurance Co.
One Post Road, 2nd Floor
Fairfield, CT 06824
Attention: Kevin Huben
Email: khuben@oldrepublictitle.com

The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by certified mail shall be deemed to have been received by the addressee on the third Business Day after posting in the United States mail, or, if transmitted by overnight delivery service, on the first Business Day after transmittal provided the sender has evidence of delivery, or, if transmitted by email, on the day of sending the email, provided the email is sent before 6:00 PM in the time zone where the Purchased Property is located on a Business Day. Counsel for a party may give notice to the other party with the same effect as if given by a party.

12.3 Successors and Assigns; Assignment.

(a) Subject to the terms of Section 11.3(b), the terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(b) Purchaser shall not assign this Agreement or any rights hereunder without the prior written consent of Seller, which consent Seller may grant or withhold in its absolute discretion. Any assignment of this Agreement without Seller's prior written consent shall be void. Notwithstanding the foregoing, subject to the provisions of this Section 11.3(b), Purchaser is permitted to assign this Agreement to an Affiliate (as hereinafter defined) of Purchaser, provided (a) Purchaser notifies Seller of such assignment at least fifteen (15) days prior to the Closing Date, (b) each such assignee assumes all of the obligations of Purchaser under this Agreement in a written agreement reasonably acceptable to Seller, a copy of which is delivered to Seller at least fifteen (15) days prior to the Closing Date, (c) any such assignment shall not be effective prior to the Closing Date, (d) Purchaser shall not be released from the obligations under this Agreement and shall remain primarily liable hereunder as a principal and not as a surety, and (e) not less than fifteen (15) days prior to the Closing Date, Purchaser provides Seller with evidence that the assignee satisfies the definition of Affiliate as required herein.

12.4 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

12.5 Incorporation of Prior Agreements. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

12.6 Modification of Agreement. This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment or modification shall be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

12.7 Drafting Ambiguities; Interpretation. In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party recognizing that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same. Unless otherwise specified (a) whenever the singular number is used in this Agreement, the

same shall include the plural, and the plural shall include the singular; (b) the words “consent” or “approve” or words of similar import, mean the prior written consent or approval of Seller or Purchaser, (c) the words “include” and “including”, and words of similar import, shall be deemed to be followed by the words “without limitation”, and (d) the Exhibits to this Agreement are incorporated herein by reference.

12.8 Interpretation. This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

12.9 Counterparts; Electronic Signatures. This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. This Agreement may be executed and delivered by facsimile signature or other reliable electronic means (including email of a PDF document).

12.10 Recordation. Neither this Agreement nor any memorandum thereof shall be recorded by Purchaser and any such recording or attempt to record shall be deemed to be a material breach hereof by Purchaser. To the extent any such filing is made in violation of this provision, Purchaser shall indemnify and hold Seller harmless from and against any damages incurred by Seller in connection therewith. Nothing herein shall be deemed to prevent Purchaser from filing a notice of settlement.

12.11 Non-Binding Draft. Until executed and delivered by Seller and Purchaser, this Agreement and any draft hereof are not an offer by Seller and may be withdrawn or modified by Seller at any time, subject to the Sale Procedures Order and applicable law. Upon execution by both parties, this Agreement shall constitute a binding purchase agreement, subject to the Sale Order, the right of Seller to solicit and accept a higher or otherwise better bid, and the other provisions of this Agreement .

12.12 Business Day; Deadlines. In the event that any deadline set forth in this Agreement occurs on a day which is not a Business Day, then such deadline shall be deemed to be extended to the next Business Day.

12.13 No Personal Liability. PURCHASER ACKNOWLEDGES AND AGREES THAT NO MEMBERS OF SELLER, AND NO OFFICER, DIRECTOR, EMPLOYEE, SHAREHOLDER, ATTORNEY, ACCOUNTANT OR OTHER AGENT OR REPRESENTATIVE OF SELLER SHALL HAVE ANY PERSONAL LIABILITY UNDER THIS AGREEMENT, ALL OF WHICH LIABILITY IS HEREBY EXPRESSLY WAIVED BY PURCHASER.

12.14 Confidentiality.

All information obtained by Purchaser or Purchaser's representatives relating to the Purchased Property or the transactions contemplated hereby shall be treated as confidential information. Purchaser shall not disclose any information obtained by Purchaser, including, without limitation, the results of any environmental evaluation or analysis by Purchaser or Purchaser's environmental consultant, to any party (including Seller) without obtaining Seller's prior written consent, except that Purchaser may disclose such information to its consultants, attorneys and prospective lenders engaged in the review of same. Notwithstanding the foregoing, Purchaser shall have the right to disclose confidential information to third parties if such disclosure is (i) required by any law, court order or other legal requirement, including, without limitation, the Sale Order or any other order of the Bankruptcy Court, (ii) in connection with any litigation or other action between Seller and Purchaser with respect to the Purchased Property, (iii) to any lender or prospective lender and to its attorneys, accounts, consultants and employees, provided that in the case of the preceding clauses (ii) and (iii) as a condition precedent to such disclosure, the recipient of such information agrees to keep this this transaction, this Agreement and the terms hereof confidential.

ARTICLE 13

DEFINED TERMS

The following terms, as used in this Agreement, have the meanings set forth below or in the Sections indicated below. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Procedures Order, as applicable.

- 13.1 “Actual Knowledge” has the meaning set forth in Sections 4.5 and 5.2.
- 13.2 “Affiliate” means an entity which controls, is controlled by or is under common Control with Purchaser.
- 13.3 “Agreement” has the meaning set forth in the preamble.
- 13.4 “Assignment of Intangible Property” has the meaning set forth in Section 8.2(f).
- 13.5 “Assumed Contracts” has the meaning set forth in Section 1.9.
- 13.6 “Assumed Contracts Schedule” has the meaning set forth in Section 1.9.
- 13.7 “Assumed Liabilities” has the meaning set forth in Section 1.7.
- 13.8 “Back-Up Bidder” has the meaning set forth in the Section 10.2(b).
- 13.9 “Bankruptcy Cases” has the meaning set forth in the Preliminary Statement.
- 13.10 “Bankruptcy Code” has the meaning set forth in Section 1.1.
- 13.11 “Bankruptcy Court” has the meaning set forth in the Preliminary Statement.

13.12 “Business Day” means any day other than a Saturday, Sunday or any day on which banks in the State of New Jersey are required or are authorized by law to be closed.

13.13 “Claim” has the meaning given that term in section 101(5) of the Bankruptcy Code and includes, inter alia, all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment right, obligations, and liabilities of any kind or nature under contract, at law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

13.14 “Closing” has the meaning set forth in Section 8.1.

13.15 “Closing Costs” means all customary costs, fees and expenses related to the Sale that are awarded by the Bankruptcy Court, including any fee and expense payable to A&G Realty Partners, LLC, Sellers’ real estate consultant and advisor.

13.16 “Closing Date” means the date on which the Closing occurs.

13.17 “Closing Statement” has the meaning set forth in Section 8.2(i).

13.18 “Committee” means the official committee of unsecured creditors appointed in these Bankruptcy Cases.

13.19 “Competing Transaction” has the meaning set forth in Section 10.2(a).

13.20 “Consultation Parties” means the Secured Lenders and the Committee.

13.21 “Control” means the ownership of more than fifty percent (50%) of the equity interests in such entity and the ability, by contract or otherwise, to direct the management decisions and policies of such entity.

13.22 “Cure Costs” means all pre-petition cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assumed Contracts including the cost of obtaining consents in respect of the Assumed Contracts.

13.23 “DAMIS Debtors” means Seller and its affiliates that are debtors in the Bankruptcy Cases, a complete list of which and each such DAMIS 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/>.

13.24 “Deed” has the meaning set forth in Section 8.2(a).

13.25 “Deposit” has the meaning set forth in Section 1.3(a).

13.26 “Designation Deadline” has the meaning set forth in Section 1.9(a).

13.27 “Due Diligence Period” means thirty (30) days from the Execution Date.

13.28 “Escrow Agent” means Old Republic National Title Insurance Co.

13.29 “Excluded Actions” has the meaning set forth in Section 1.6(b).

13.30 “Excluded Assets” has the meaning set forth in Section 1.6.

13.31 “Excluded Liabilities” means all liabilities and obligations of Seller, any DAMIS Debtor or any liabilities other than the Assumed Liabilities, including all pre-Closing liabilities under the Assumed Contracts other than Cure Costs expressly included in the Assumed Liabilities, all liabilities relating to the Excluded Assets or Excluded Actions, all indebtedness, taxes, employee liabilities, professional fees, broker fees and liabilities arising from Seller’s ownership, operation or use of the Purchased Property before Closing.

13.32 “Expense Reimbursement” has the meaning set forth in Section 8.5(a).

13.33 “Final Order” means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Bankruptcy Cases (or the docket of such other court), that has not been modified, amended, reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, stay, reargument, or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order shall not prevent such order from being a Final Order.

13.34 “FIRPTA” has the meaning set forth in Section 4.1(g).

13.35 “Governmental Entity” means any federal, state, local, municipal, national, international, multi-national supra-national, foreign or other government, or governmental or quasi-governmental body, agency, authority, commission, court, department, official, political subdivision, tribunal or other instrumentality of applicable jurisdiction.

13.36 “Improvements” has the meaning set forth in the Preliminary Statement.

13.37 “Intangible Property” has the meaning set forth in the Preliminary Statement.

13.38 “Land” has the meaning set forth in the Preliminary Statement.

13.39 “Law” means any federal, state, local, municipal, foreign or international, multinational or other law, treaty, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

13.40 “Legal Requirements” has the meaning set forth in Section 3.2.

13.41 “Liability” means, as to any Person, any debt, Claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

13.42 “Monetary Encumbrances” means all mortgages, deeds of trust, security interests, UCC financing statements, assignments of leases or similar instruments or assignments given as security for indebtedness, monetary judgments, liens for delinquent real estate taxes, attachments, lien claims or other liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money.

13.43 “Necessary Consent” means the approval, authorization, consent or waiver of, or granting or issuance of any license or permit by any third party thereto with respect to the assignment or transfer of such underlying license or permit, the failure of which to obtain would constitute a breach, default or violation thereof or of any Law or Order or in any way adversely affect the rights of Purchaser thereunder

13.44 “Non-Seller Counterparty” means a counterparty to a Seller Contract that is not a Seller.

13.45 “Notice of Auction & Sale Hearing” means the notice of Auction and Sale and hearing thereon, substantially in the form attached to the Sale Procedures Order as **Exhibit 3**.

13.46 “Notice of Potential Assumption & Assignment” has the meaning set forth in Section 1.9.

13.47 “OFAC” has the meaning set forth in Section 4.1(f).

13.48 “Order” means any award, writ, injunction, judgment, order, ruling, decision, subpoena, mandate, precept, command, directive, consent, approval, award, decree or similar determination or finding entered, issued, made or rendered by any Governmental Entity.

13.49 “Parties” means, collectively, Seller and Purchaser, and “Party” means any of them.

13.50 “Permitted Exceptions” has the meaning set forth in Section 2.1.

13.51 “Person” means any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, estate, governmental authority or other entity or group.

13.52 “Personal Property” has the meaning set forth in the Preliminary Statement.

- 13.53 “Potentially Assumed Contracts” has the meaning set forth in Section 1.9.
- 13.54 “Purchase Price” has the meaning set forth in Section 1.2.
- 13.55 “Purchased Property” has the meaning set forth in the Preliminary Statement.
- 13.56 “Purchaser” has the meaning set forth in the preamble.
- 13.57 “Purchaser Default” has the meaning set forth in Section 11.1.
- 13.58 “Purchaser’s Statement” has the meaning set forth in Section 2.2.
- 13.59 “Related Parties” means Sellers’ officers, directors, shareholders, members, partners, employees, representatives, agents and affiliates.
- 13.60 “Restoration” has the meaning set forth in Section 7.1.
- 13.61 “Rights” has the meaning set forth in the Preliminary Statement.
- 13.62 “Sale” means the sale of the Purchased Property by Seller to Purchaser pursuant to this Agreement and subject to the Sale Order.
- 13.63 “Sale Commencement Date” means the date of filing of the Notice of Auction & Sale Hearing.
- 13.64 “Sale Order” means an order of the Bankruptcy Court pursuant to sections 105, 363, 365 and 1146(a) of the Bankruptcy Code, authorizing and approving, among other things, the Sale and, to the extent applicable, the assumption and assignment of the Assumed Contracts to Purchaser, in form and substance acceptable to Seller and Purchaser.
- 13.65 “Sale Procedures” has the meaning set forth in Section 10.1.
- 13.66 “Sale Procedures Order” has the meaning set forth in Section 10.1.
- 13.67 “Secured Lender” means any secured lender(s) asserting valid, perfected, and enforceable liens on the Purchased Property (subject to any applicable challenge rights).
- 13.68 “Seller” has the meaning set forth in the preamble.
- 13.69 “Seller Contracts” means all executory contracts and unexpired leases to which Seller is a party.
- 13.70 “Seller Default” has the meaning set forth in Section 11.2.
- 13.71 “Successful Bid” means the highest or otherwise best bid at the Auction.
- 13.72 “Title Commitment” has the meaning set forth in Section 2.2.
- 13.73 “Title Insurer” has the meaning set forth in Section 2.1.

13.74 “Transaction Documents” means this Agreement and all other ancillary agreements, documents, certificates and instruments executed and delivered by any Party in connection with and pursuant to this Agreement or the transactions contemplated hereby, including the Deed, Bill of Sale, Assignment of Intangible Property, Closing Statement, and any assignment and assumption agreements for the Assumed Contracts.

13.75 “Transfer” means to sell, assign, transfer, convey, grant, deliver or otherwise dispose of (whether by operation of law or otherwise).

13.76 “Winning Bidder” means the maker of the Successful Bid.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:

12 CAMBRIDGE REALTY LLC

By: _____

Name:

Title:

12 CAMBRIDGE LEASING LLC

By: _____

Name:

Title:

PURCHASER:

BARONE VENTURES LLC

By: _____

Name:

Title:

Agreement of Escrow Agent

Escrow Agent hereby agrees to hold and disburse the Deposit in accordance with the terms of this Agreement.

ESCROW AGENT:

**OLD REPUBLIC NATIONAL TITLE
INSURANCE CO.**

By: _____

Name: Kevin Huben, Esq

Title: First VP

EXHIBIT A

LEGAL DESCRIPTION OF LAND

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Trumbull, County of Fairfield, and State of Connecticut, and shown and designated as 5.8911 Acres on a certain map entitled: "As-Built Boundary Map Cambridge II, Property Located on Cambridge Drive and Old Town Road Trumbull, Connecticut prepared for Robert D. Scinto J & D Kasper & Associates, Engineers, Surveyors, Planners Bridgeport, Connecticut Sheet 1 of 1 Date: Sept. 26, 1985", on file in the Office of the Trumbull Town Clerk as Map No. 2364, said premises being the same as those described in a deed to Robert D. Scinto dated August 1, 1984, and recorded in Volume 528 at Page 286 of the Trumbull Land Records, said parcel being more particularly bounded and described as follows:

Commencing at a point on the northerly street line of Old Town Road, so-called, said point being the southwesterly corner of the parcel herein described, said point also being the southeasterly corner of other land now or formerly of Robert D. Scinto, which other land now or formerly of Robert D. Scinto is also shown as Parcel No. 1 on a certain map entitled: "Subdivision Plan of Property Located on Old Town Road and Oakview Drive, Trumbull, Connecticut, prepared for Old Town Associates, scale 1" = 40', dated September 29, 1980, last revised March 16, 1983", by Kasper Associates, Bridgeport Conn., said map being on file in the Office of the Trumbull Town Clerk as Map No. 2232; thence along the easterly boundary of said Parcel No. 1 the following seven courses:

N - 03° 23' 54" - E, 48.96 feet;
N - 00° 52' 04" - W, 70.65 feet;
N - 00° 16' 38" - W, 132.08 feet;
N - 07° 34' 08" - E, 16.41 feet;
N - 27° 13' 50" - W, 9.93 feet;
N - 06° 16' 56" - E, 15.44 feet; and
N - 00° 04' 03" - W, 138.11 feet;

thence along said Parcel No. 1, Cambridge Drive, as shown on said subdivision map, and other property now or formerly of Robert D. Scinto, the following four courses:

N - 00° 39' 45" - W, 69.32 feet;
N - 12° 45' 24" - W, 12.59 feet;
N - 14° 44' 41" - E, 10.12 feet; and
N - 00° 00' 57" - E, 105.18 feet;

thence along property now or formerly of Sciortino, et al. the following course:

S - 88° 18' 02" - E, 259.65 feet;

thence along property now or formerly of Wasamark, Inc. the following two courses:

S - 00° 54' 41" - W, 113.29 feet; and
N - 74° 01' 52" - E, 186.00 feet;

thence along property now of formerly of Pace and property now or formerly of Jakucenis the following course:

S -02° 03' 44" - W, 628.22 feet;

thence along the northerly boundary of Old Town Road the following

course: N - 80° 15' 35" - W, 196.85 feet;

thence along property now or formerly of Tennessee Gas Pipeline Co. the following four courses:

N - 03° 51' 50" - E, 5.93 feet;
N - 03° 41' 00" -E, 144.05 feet;
N - 80° 15' 43" - W, 49.40 feet; and
S - 03° 41' 00" - W, 150.00 feet;

thence along the northerly boundary of Old Town Road the following

course; N - 80° 15' 35" - W, 173.12 feet, to the place of beginning.

TOGETHER WITH a non-exclusive easement and right of way recorded in Volume 528 at Page 286 of the Trumbull Land Records to connect a sanitary sewer line to the sewer line located on the remaining property to the north formerly of Paul W. Voight, said remaining property as shown on a certain map entitled: "Map of Survey, Paul W. Voight Property, prepared for Joseph Sciortino and Aaron Levine, December 30, 1971, latest revision, October 26, 1972, by Thos. J. Hardiman", on file in the Office of the Trumbull Town Clerk as Map No. 1719.

TOGETHER WITH the rights in favor of the premises set forth in a Declaration of Easement and Drainage Maintenance Agreement made by Robert D. Scinto on October 21, 1986 and recorded in Volume 592 at Page 211 of the Trumbull Land Records.

EXHIBIT B

FORM OF DEED

[applicable form of deed to be inserted]

Schedule 2

Stalking Horse Sale Order

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>	HERBERT SMITH FREEHILLS KRAMER (US) LLP Adam C. Rogoff (<i>pro hac vice</i>) Megan M. Wasson (<i>pro hac vice</i>) 1177 Avenue of the Americas New York, New York 10036 (212) 715-9100 (Telephone) (212) 715-8000 (Facsimile) adam.rogoff@hsfkramer.com megan.wasson@hsfkramer.com <i>Co-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)

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT BETWEEN BARONE VENTURES LLC AND 12 CAMBRIDGE REALTY LLC AND 12 CAMBRIDGE LEASING LLC; (II) AUTHORIZING THE SALE OF THE ACQUISITION PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 363(b) AND 363(f); (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. § 365; AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through twenty three (23), is hereby **ORDERED**.

(Page 2)

Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: ORDER (I) APPROVING ASSET PURCHASE AGREEMENT BETWEEN BARONE VENTURES LLC AND 12 CAMBRIDGE REALTY LLC AND 12 CAMBRIDGE LEASING LLC; (II) AUTHORIZING THE SALE OF THE ACQUISITION PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 363(b) AND 363(f); (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. § 365; AND (IV) GRANTING RELATED RELIEF

Upon consideration of the Motion¹ of the above-captioned debtors and debtors in possession (collectively, the “DAMIS Debtors”)² seeking entry of an order (this “Order”), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”):

- (i) authorizing and approving the sale of certain assets (the “Acquisition Package”) of 12 Cambridge Realty LLC and 12 Cambridge Leasing LLC (together, the “Sellers”) to Barone Ventures LLC (the “Buyer”) pursuant to that certain asset purchase agreement, dated as of [●], 2026 (together with all schedules and exhibits thereto, and all related documents and instruments, and as may be amended, supplemented, or otherwise modified from time to time after the date hereof, the “APA,” and the transactions embodied therein, collectively, the “Sale”) attached hereto as **Exhibit A**, free and clear of all liens, claims, encumbrances, and interests to the fullest extent permitted by law and except for Permitted Exceptions and Assumed Liabilities);
- (ii) authorizing the assumption and assignment of the Assumed Contracts; and
- (iii) granting related relief;

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

(Page 3)

Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: ORDER (I) APPROVING ASSET PURCHASE AGREEMENT BETWEEN BARONE VENTURES LLC AND 12 CAMBRIDGE REALTY LLC AND 12 CAMBRIDGE LEASING LLC; (II) AUTHORIZING THE SALE OF THE ACQUISITION PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 363(b) AND 363(f); (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. § 365; AND (IV) GRANTING RELATED RELIEF

and the Court having entered an order on September 8, 2026 [D.I. 1048] (the “Sale Procedures Order”) approving the sale procedures attached as Exhibit 1 to the Sale Procedures Order (the “Sale Procedures”), including, among other things, the proposed form of notice of the Sale Hearing (as defined below); and the Court having considered any responses or objections thereto; and the DAMIS Debtors having filed the *Notice of Designation of Barone Ventures LLC as Stalking Horse Bidder for 12 Cambridge Realty LLC and 12 Cambridge Leasing LLC* [D.I. [●]] on [October 2], 2026 (the “Stalking Horse Notice”) and the *Notice of Potential Sale from 12 Cambridge Realty LLC and 12 Cambridge Leasing LLC to Barone Ventures LLC, Sale Procedures, Auction, and Sale Hearing for Certain of the DAMIS Debtors’ Assets* [D.I. [●]] on October [●], 2026 (the “Notice of Auction & Sale Hearing”); and the DAMIS Debtors [having identified the Buyer’s bid as the Successful Bid for the Acquisition Package following the conclusion of the Auction, in accordance with the Sale Procedures and // not having received any Qualified Bids other than the Buyer’s bid,] as set forth in the [*Notice of Winning Bidder*] [D.I. [●]] (the “Notice of Winning Bidder”), and the objection deadline of [●], 2026 having expired; and the Court having held a hearing (the “Sale Hearing”), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the

(Page 4)

Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: ORDER (I) APPROVING ASSET PURCHASE AGREEMENT BETWEEN BARONE VENTURES LLC AND 12 CAMBRIDGE REALTY LLC AND 12 CAMBRIDGE LEASING LLC; (II) AUTHORIZING THE SALE OF THE ACQUISITION PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 363(b) AND 363(f); (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. § 365; AND (IV) GRANTING RELATED RELIEF

relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. **Jurisdiction and Venue.** This Court has jurisdiction over the Chapter 11 Cases and this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference of the United States District Court for the District of New Jersey. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Statutory Predicates.** The statutory predicates for the relief granted in this Order are sections 105(a), 363(b), 363(f), [363(k)], 363(m), 365, and 1146(a) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and the applicable Local Rules.

C. **Notice.** Proper, timely, adequate, and sufficient notice of the Motion, the Stalking Horse Notice, the Notice of Auction & Sale Hearing, the Notice of Winning Bidder, the APA, and the Sale Hearing was provided to all parties entitled to notice in accordance with the Sale

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.

(Page 5)

Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: ORDER (I) APPROVING ASSET PURCHASE AGREEMENT BETWEEN BARONE VENTURES LLC AND 12 CAMBRIDGE REALTY LLC AND 12 CAMBRIDGE LEASING LLC; (II) AUTHORIZING THE SALE OF THE ACQUISITION PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 363(b) AND 363(f); (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. § 365; AND (IV) GRANTING RELATED RELIEF

Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, including (i) counsel to the Buyer, (ii) the Office of the United States Trustee for the District of New Jersey, (iii) the Official Committee of Unsecured Creditors, (iv) all secured creditors with respect to the Acquisition Package subject to the Notice of Winning Bidder, (v) all parties reasonably known to allege that they are secured creditors with respect to the Acquisition Package subject to the Notice of Winning Bidder, (vi) all Non-Debtor Counterparties to each of the Assumed Contracts, and (vii) all parties who have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002. The Notice of Winning Bidder was filed on [●], 2026, and the 3-day Supplemental Sale Objection Deadline of [●], 2026 expired with no Supplemental Sale Objections filed (or all such objections having been resolved, withdrawn, or overruled). In accordance with the Sale Procedures Order, the Notice of Winning Bidder specified: (i) the Acquisition Package being sold; (ii) the identities of the Winning Bidder and the Back-Up Bidder; (iii) the date and time of the Sale Hearing; and (iv) the Assumed Contracts that the Winning Bidder may request that the DAMIS Debtors assume and assign to the Winning Bidder as part of the Sale. No further or other notice of the Notice of Winning Bidder, the APA, the Sale, or the Sale Hearing is required.

D. **Sound Business Purpose.** The DAMIS Debtors have demonstrated a sound business purpose and compelling justification for consummating the sale of the Acquisition Package to the Buyer under 11 U.S.C. § 363(b). The Buyer is willing to purchase the Acquisition

(Page 6)

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Package for the Purchase Price of: (i) \$3,000,000; (ii) the Cure Costs; and (iii) the assumption of Assumed Liabilities, and thereby preserve the existing value of the Acquisition Package and relieving the DAMIS Debtors' estates of the ongoing carrying costs and operational burdens associated with the Acquisition Package. The consideration afforded by the Sale, moreover, will provide the DAMIS Debtors with additional liquidity needed to effectively administer these Chapter 11 Cases. The transactions embodied in the APA constitute the highest or otherwise best offer for the Acquisition Package available to the DAMIS Debtors and will provide a greater recovery for the DAMIS Debtors' estates than would be offered by any presently identifiable alternative. The DAMIS Debtors' determination, in consultation with the Consultation Parties, that the Sale constitutes the highest or otherwise best offer for the Acquisition Package, and is in the best interests of the DAMIS Debtors, their estates, their creditors, and all parties in interest, is a valid and sound exercise of their fiduciary duties and business judgment.

E. **Sale Procedures.** The DAMIS Debtors conducted the Sale in accordance with and have otherwise complied in all material respects with the Sale Procedures Order. The Stalking Horse Notice was duly filed on [●], 2026, the Notice of Auction & Sale Hearing was duly filed on [●], 2026, and the Notice of Winning Bidder was duly filed on [●], 2026, and in each case the notice and objection period was completed in full compliance with the requirements of the Sale Procedures Order. The Sale Procedures, as approved by the Sale Procedures Order, afforded a

(Page 7)

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full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquisition Package. The Sale was duly noticed and was conducted in a fair, non-collusive, and good-faith manner, and all interested parties had a reasonable opportunity to make a higher or otherwise better offer or file a Cure Cost/Assignment Objection, an Adequate Assurance Objection, or a Supplemental Sale Objection prior to the applicable deadlines for such objections.

F. **Sale Process; Consultation.** The DAMIS Debtors, in consultation with the Consultation Parties, conducted a marketing and sale process for the Acquisition Package in accordance with the Sale Procedures Order in all respects. Accordingly, the Buyer's bid, as reflected in the APA, constitutes the highest or otherwise best offer for the Acquisition Package.

G. **[Auction]**. The DAMIS Debtors did not receive any Qualified Bids before the expiration of the Bid Deadline, as set forth in the Sale Procedures Order. Consequently, following the expiration of the Bid Deadline, the DAMIS Debtors filed the Notice of Winning Bidder, which informed parties in interest of the cancellation of the Auction and the designation of the Buyer as the Successful Bidder.]

H. **Adequate Consideration; Purchase Price.** The consideration provided by the Buyer for the Acquisition Package was negotiated at arm's length, is fair and reasonable, is the highest or otherwise best offer for the Acquisition Package, and constitutes reasonably equivalent

(Page 8)

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value and fair consideration under applicable law. The Purchase Price consists of (i) \$3,000,000; (ii) the Cure Costs; and (iii) the assumption of Assumed Liabilities. No other person, entity, or group of entities has offered to purchase the Acquisition Package for greater economic value to the DAMIS Debtors' estates than the Buyer. Approval of the APA, the Sale, and the consummation of the transactions contemplated thereby is in the best interests of the DAMIS Debtors, their estates, their creditors, and other parties in interest.

I. **Bid Protections.** The Sale Procedures Order authorized the Bid Protections and found, among other things, that the Bid Protections are reasonable under the circumstances of these Chapter 11 Cases, reflect the DAMIS Debtors' sound business judgment, and constitute actual and necessary costs of preserving the DAMIS Debtors' estates within the meaning of section 503(b) of the Bankruptcy Code. Accordingly, the DAMIS Debtors appropriately exercised their business judgment in considering the Bid Protections when determining the highest and best offer for the Acquisition Package and in determining the economic value of the Successful Bid.

J. **Arm's Length Transaction; Good Faith Purchaser.** The APA was negotiated, proposed, and entered into by the Sellers and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Buyer nor any of its Affiliates (as defined in the APA) is an insider of the DAMIS Debtors as that term is defined in 11 U.S.C. § 101(31). The Buyer is a good faith purchaser of the Acquisition Package within the meaning of 11 U.S.C.

(Page 9)

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Case No.: 26-16439 (CMG)

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§ 363(m) and is entitled to all of the protections afforded thereby. The Buyer has not engaged in any conduct that would prevent the application of 11 U.S.C. § 363(m). The APA was not entered into for the purpose of hindering, delaying, or defrauding any creditor of the DAMIS Debtors.

K. Corporate Authority. Each of the Sellers has full requisite corporate or other organizational power and authority to execute and deliver the APA and all other documents related thereto, and to perform all of their respective obligations thereunder. No consents or approvals, other than as expressly provided for in the APA, and the entry of this Order, are required by the Sellers to consummate the Sale.

L. Free and Clear. The Sellers are the rightful owners of the Acquisition Package. The Acquisition Package shall be transferred to the Buyer free and clear of all liens, claims, interests, and encumbrances of any kind or nature whatsoever (collectively, the “Encumbrances”), other than Permitted Exceptions and Assumed Liabilities as set forth in the APA, pursuant to 11 U.S.C. § 363(f), because in each case one or more of the conditions set forth in 11 U.S.C. § 363(f)(1) through (5) have been satisfied with respect to each such Encumbrance. All holders of Encumbrances who did not object to the sale, or whose objections were overruled, are deemed to have consented to the sale pursuant to § 363(f)(2). All Encumbrances shall attach to the proceeds of the sale with the same validity, extent, and priority as existed immediately prior to the sale.

(Page 10)

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M. **Binding and Valid Transfer.** The transfer of the Acquisition Package to the Buyer will be a legal, valid, and effective transfer of the Acquisition Package and will vest the Buyer with all right, title, and interest of the Sellers to the Acquisition Package free and clear, to the fullest extent permitted by law, of all Encumbrances, other than the Permitted Exceptions and Assumed Liabilities, as set forth in the APA and herein. Immediately prior to consummating the Sale, the Acquisition Package constitutes property of the Sellers' estates, good title is vested in the Sellers' estates within the meaning of section 541(a) of the Bankruptcy Code, and the Sellers are the sole and rightful owners of the Acquisition Package. Upon and following consummation of the Sale, the Buyer shall be vested with good and marketable title to the Acquisition Package and shall be the sole and rightful owner of the Acquisition Package.

N. **No Successor Liability.** The Buyer is not a successor to the Sellers or their estates by reason of any theory of law or equity and shall not assume or be deemed to assume, or in any way be responsible for, any liability or obligation of the Sellers or their estates, including without limitation any bulk transfer law, tax, or theory of successor, transferee, or vicarious liability, whether known or unknown as of the Closing (as defined in the APA), now existing or hereafter arising, whether fixed or contingent, and whether asserted or unasserted, with respect to the Sellers, the Acquisition Package, or any obligation of the Sellers arising prior to the Closing, except as

(Page 11)

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expressly provided in the APA as an Assumed Liability. The Assumed Liabilities are limited solely to those liabilities described in the APA.

O. **Assumption and Assignment of Contracts.** The assumption and assignment of the Assumed Contracts (as defined in the APA) to the Buyer pursuant to section 365 of the Bankruptcy Code is integral to the Sale and the transactions embodied in the APA, is in the best interests of the DAMIS Debtors, their estates, and their creditors, and represents a valid and proper exercise of the DAMIS Debtors' business judgment. The Buyer has demonstrated adequate assurance of future performance under the Assumed Contracts within the meaning of 11 U.S.C. §§ 365(b)(1) and 365(f)(2). The Cure Costs, as determined by the Court and to be paid by the Buyer in connection with the Closing, are sufficient to satisfy all monetary defaults required to be cured under 11 U.S.C. § 365(b)(1)(A). All objections to the assumption and assignment of any of the Assumed Contracts by the Buyer in accordance with the APA are hereby overruled. To the extent that any Non-Debtor Counterparty failed or fails to timely object to the proposed Cure Costs, such counterparty is deemed to have consented to such Cure Costs and the assumption and assignment of its respective Assumed Contract(s) by the Buyer in accordance with the APA.

P. **Transfer Taxes.** The transfer of the Acquisition Package to the Buyer pursuant to this Order and the APA constitutes a transfer under a plan confirmed under Section 1146(a) of the Bankruptcy Code, or alternatively pursuant to section 363 of the Bankruptcy Code, and is exempt

(Page 12)

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from stamp taxes, transfer taxes, real estate transfer taxes, mortgage recording taxes, and similar taxes under applicable state or federal law.

Q. **Sale Not a Sub Rosa Plan.** The Sale does not constitute a *sub rosa* chapter 11 plan for which approval has been sought without the protection that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of any of the DAMIS Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for any DAMIS Debtor.

R. **Compelling Circumstances for an Immediate Sale; Waiver of Stay.** The Sellers' decision to enter into the APA and to consummate the Sale represents an exercise of sound business judgment. The Sellers have demonstrated both (i) good, sufficient, and sound business purposes and justifications for approving the APA, (ii) compelling circumstances for the immediate approval and consummation of the Sale contemplated by the APA outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside a plan of reorganization, in that the prompt consummation of the Sale to the Buyer is necessary and appropriate to maximize the value of the DAMIS Debtors' estates, and (iii) any other transaction, including pursuant to a chapter 11 plan, would not have yielded as favorable an economic result. Accordingly, good cause has been shown for waiver of the 14-day stay periods under Bankruptcy Rules 6004(h) and 6006(d). The Sale should be consummated promptly to preserve the value of the Acquisition Package. Immediate effectiveness of this Order is warranted.

(Page 13)

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S. **Legal Authority.** The legal requirements for approval of the Sale have been satisfied. The Sale is authorized pursuant to 11 U.S.C. §§ 105(a), 363(b), 363(f), and 365.

T. **Final Order.** This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014, the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

IT IS HEREBY ORDERED THAT:

1. **Approval of the APA and the Sale.** The APA, including all exhibits, schedules, and ancillary documents thereto, and the Sale, are hereby approved in their entirety pursuant to 11 U.S.C. §§ 105(a), 363(b), 363(f), and 365. The consideration to be provided for the Acquisition Package is fair and reasonable and shall be deemed for all purposes to constitute value under the Bankruptcy Code or any other applicable law. The Sellers are authorized to perform under, consummate, and implement the terms of the APA together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and consummate the Sale. This Order is in form and substance reasonably acceptable to the Buyer as required under the APA.

(Page 14)

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2. **Objections Overruled.** Any objections to the entry of this Order or the relief granted herein and described in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing (the full record of which is incorporated herein by reference), by stipulation filed with the Court, or by representation by the DAMIS Debtors in a separate pleading, and all reservations of rights included therein, if any, are hereby denied and overruled on the merits with prejudice.

3. **Transfer Free and Clear.** Pursuant to 11 U.S.C. §§ 363(b) and 363(f), the Sellers are authorized to sell, assign, transfer, convey, and deliver the Acquisition Package (as defined in the APA) to the Buyer (or its designee), and the Buyer is authorized to acquire the Acquisition Package, free and clear of all Encumbrances of any kind or nature whatsoever, other than Permitted Exceptions and Assumed Liabilities. All such Encumbrances shall attach to the proceeds of the Sale with the same validity, extent, and priority as existed immediately prior to the Sale. To the extent any junior lienholder asserts an interest in the Acquisition Package, such interest is extinguished upon entry of this Order.

4. **Good Faith Finding; Section 363(m) Protections.** The Buyer is a good faith purchaser within the meaning of 11 U.S.C. § 363(m) and is entitled to all of the protections afforded thereby. The reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer unless such authorization

(Page 15)

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is duly stayed pending such appeal. The Buyer has acted in good faith in all respects in connection with this proceeding. Neither the Sellers nor the Buyer have engaged in any action or inaction that would cause or permit the Sale to be avoided, or costs or damages to be imposed, under 11 U.S.C. § 363(n).

5. **No Successor Liability.** The Buyer shall not be deemed, by operation of law or otherwise, a successor to the Sellers or their estates, and the Buyer shall have no successor, transferee, or vicarious liabilities of any kind or character, whether known or unknown, now existing or hereafter arising, whether fixed or contingent, and whether asserted or unasserted. Without limiting the generality of the foregoing, and except to the extent the Buyer expressly assumes an Assumed Liability under the APA, the Buyer shall not have any liability whatsoever with respect to the Sellers' or their predecessors' businesses or operations, or any liabilities of the Sellers that arise, are based on, relate to, or are in any way attributable to periods prior to the Closing, including without limitation any (a) liabilities on any theory of successor or transferee liability, (b) liabilities arising under any environmental law, (c) liabilities relating to the DAMIS Debtors' employees, (d) liabilities under any collective bargaining agreement, (e) liabilities under any pension or benefit plan, or (f) liabilities arising under any bulk transfer or similar laws.

6. **Bulk Transfer Laws.** The DAMIS Debtors are authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements that

(Page 16)

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may be applicable to the DAMIS Debtors. The Buyer acknowledges that the Sellers will not comply and shall not be responsible for any compliance with the provisions of any bulk transfer laws or similar laws of any jurisdiction in connection with the Sale, and the Buyer waives all claims related to, arising out of, or by reason of the Sellers' noncompliance therewith.

7. **Assumption and Assignment of Assumed Contracts.** Pursuant to 11 U.S.C. §§ 365(a), 365(b), and 365(f), the Sellers are authorized (a) to assume and assign to the Buyer, and the Buyer is authorized to accept the assignment of, the Assumed Contracts listed on Schedule 1.9 to the APA, effective as of the Closing, and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer deems may be reasonably necessary for the assignment and assumption of the Assumed Contracts and the Assumed Liabilities by the Buyer in accordance with the APA. The Buyer has provided adequate assurance of future performance under the Assumed Contracts within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B). Anti-assignment provisions in the Assumed Contracts shall not restrict, limit, or prohibit the assumption and assignment of such contracts and do not constitute a breach or default thereunder. The Buyer's contract designation period under the APA may be extended by the Buyer in its discretion as provided therein.

8. Each of the Assumed Contracts: (a) is an executory contract or unexpired lease under section 365 of the Bankruptcy Code; (b) may be assumed by the Sellers and assigned to the

(Page 17)

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Buyer pursuant to section 365 of the Bankruptcy Code; (c) may be assigned by the Sellers to the Buyer pursuant to section 363 and 365 of the Bankruptcy Code, and any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allows the Non-Debtor Counterparty to such contract to terminate, recapture, impose any penalty, condition, renewal, or extension, or modify any term or condition of the Assumed Contract upon its assignment, constitute unenforceable anti-assignment provisions that are void and of no force and effect; and (d) shall be transferred and assigned to the Buyer and, following the Closing, shall remain in full force and effect for the benefit of the Buyer, which shall be fully and irrevocably vested with all right, title, and interest in each of the Assumed Contracts pursuant to sections 363 and 365 of the Bankruptcy Code, and the DAMIS Debtors shall be relieved of any further liability with respect to the Assumed Contracts after such assumption and assignment to the Buyer, in each case in accordance with the APA.

9. **Cure Costs.** Subject to paragraph [10] of this Order, the Cure Costs represent all amounts that must be paid to cure all defaults under the Assumed Contracts pursuant to 11 U.S.C. § 365(b)(1). Upon payment by the Buyer of the Cure Costs at Closing or as soon as reasonably practicable thereafter, all defaults under the Assumed Contracts shall be deemed cured, and pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all Non-Debtor Counterparties

(Page 18)

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to the Assumed Contracts shall be forever barred from asserting any claim or cause of action against the Sellers arising from any pre-Closing default under the Assumed Contracts.

10. **Unresolved Cure Cost / Assignment Objections.** The Sellers' assumption of the Assumed Contracts is subject to the consummation of the Sale. To the extent that any Cure Cost/Assignment Objection remains unresolved as of the Closing Date, the Sellers, with the consent of the Buyer and in accordance with the APA, may elect: (a) not to assume and assign such Contract to the Buyer; (b) postpone the assumption and assignment of such Contract until resolution of such objection, without delaying the closing of the Sale; (c) if the objection relates solely to the amount of the Cure Cost, pay the undisputed portion of the Cure Cost to the Non-Debtor Counterparty on the Closing Date, reserve and place in escrow the disputed portion of the Cure Cost, and assume and assign such Contract on the Closing Date; or (d) proceed with the assumption and assignment of such Contract on terms that are otherwise mutually agreeable to the Sellers, the Buyer, and the Non-Debtor Counterparty, in consultation with the Consultation Parties. Notwithstanding the closing of the Sale, all unresolved Cure Cost/Assignment Objections relating solely to the proposed Cure Cost for, or the assumption, assignment or transfer of a Contract are expressly preserved, and nothing herein or in the closing of the Sale shall be deemed to waive, release, resolve, prejudice, or otherwise affect such Cure Cost/Assignment Objections.

(Page 19)

Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: ORDER (I) APPROVING ASSET PURCHASE AGREEMENT BETWEEN BARONE VENTURES LLC AND 12 CAMBRIDGE REALTY LLC AND 12 CAMBRIDGE LEASING LLC; (II) AUTHORIZING THE SALE OF THE ACQUISITION PACKAGE FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§ 363(b) AND 363(f); (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO 11 U.S.C. § 365; AND (IV) GRANTING RELATED RELIEF

11. **Exemption from Transfer Taxes and Fees.** Pursuant to 11 U.S.C. § 1146(a), the sale, transfer, and delivery of the Acquisition Package to the Buyer shall not be subject to any stamp tax, transfer tax, real estate transfer tax, mortgage tax, real estate transfer tax, mortgage recording tax, or similar tax, fee, or governmental assessment incurred or assessed by any federal, state, local, or foreign taxing authority (including interest and penalties), to the maximum extent permitted by law. All federal, state, and local governmental agencies and recording offices, including any County Clerk's Office, are directed to accept for recording any and all documents, instruments, or deeds necessary to effectuate and consummate the Sale, free and clear of any transfer taxes, document stamps, or similar charges.

12. **Buyer Designation Right.** The Buyer is authorized to assign its rights under the APA and this Order to any affiliate or designee of the Buyer (the "Designee") without further order of this Court and without the consent of the Sellers; *provided* that the Buyer shall remain liable for all of its obligations thereunder following any such assignment. Any such Designee shall be deemed a good faith purchaser entitled to all of the protections of 11 U.S.C. § 363(m) and this Order.

13. **Injunction.** All Persons (as defined in 11 U.S.C. § 101(41)) are forever prohibited and enjoined from taking any action against the Buyer (or its Designee), its successors, assigns, properties, or the Acquisition Package to recover any claim, Encumbrance, or interest that such

(Page 20)

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Person had or may have had with respect to the Sellers or the Acquisition Package that is extinguished or otherwise discharged by this Order, except as expressly permitted by this Order or the APA.

14. **Direction to Third Parties.** All entities that are presently, or on the Closing Date may be, in possession of any of the Acquisition Package are hereby directed to surrender possession of such Acquisition Package to the Buyer on the Closing Date. On the Closing Date, the Sellers' creditors are authorized to execute such documents and take all other actions as may be necessary to release their Encumbrances on the Acquisition Package, if any, as such Encumbrances may have been recorded or may otherwise exist.

15. **Material Modifications.** The APA and all related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court, *provided* that any such modification, amendment, or supplement does not have a material adverse effect on the DAMIS Debtors' estates. With respect to any modification, amendment, or supplement that has a material adverse effect on the DAMIS Debtors' estates, (a) the DAMIS Debtors shall file a notice of any such modification, amendment, or supplement on the docket in these Chapter 11 Cases cause notice thereof to be served on the master service list and (b) parties in interest shall have five (5) calendar days to object to any such modification, amendment, or supplement. Absent any such objection, the proposed

(Page 21)

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modification, amendment, or supplement shall be binding on the parties to the APA without further order of the Court.

16. **Self-Executing.** The provisions of this Order authorizing the sale and transfer of the Acquisition Package free and clear of all Encumbrances shall be self-executing, and neither the Sellers nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order. If any Person or entity that has filed financing statements, mortgages, mechanics' liens, lis pendens, or other documents evidencing any Encumbrance against the Acquisition Package shall not have delivered to the Buyer at or before Closing, in proper form for filing, termination statements, releases, or instruments of satisfaction, then (a) the Buyer is authorized to execute and file such termination statements, releases, or instruments of satisfaction on behalf of such Person, and (b) a certified copy of this Order may be filed with any recording office as conclusive evidence of the release of all such Encumbrances.

17. **Recording.** This Order shall be binding upon and govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or otherwise, to accept, file, register, or otherwise record or release

(Page 22)

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any documents or instruments, or who may be required to report or insure any title or state of title in or to the Acquisition Package. A certified copy of this Order may be filed with the appropriate clerk or recording office and shall constitute conclusive evidence of the free and clear transfer of the Acquisition Package to the Buyer.

18. **Waiver of Stay.** Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry, and the 14-day stays imposed by such rules are hereby waived. The Sellers and the Buyer are authorized to close the Sale immediately upon satisfaction of the conditions to closing set forth in the APA, but in no event later than the Outside Date of 14 days from entry of this Order.

19. **Binding Effect.** This Order shall be binding upon (a) the Sellers, (b) all creditors of the Sellers, (c) all holders of Encumbrances on the Acquisition Package, (d) all Non-Debtor Counterparties to the Assumed Contracts, and (e) all other parties in interest and their respective successors and assigns, whether or not such parties were served with notice of the Sale Hearing, and (f) any trustees, examiners, or other fiduciaries subsequently appointed in the Sellers' chapter 11 cases or upon a conversion to chapter 7 of any Seller's case. This Order shall inure to the benefit of the Buyer and its successors, assigns, and Designees.

20. **Survival.** The terms and provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (a) confirming any chapter 11 plan

(Page 23)

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in these cases, (b) converting these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (c) dismissing these Chapter 11 Cases, or (d) pursuant to which this Court abstains from hearing these cases. The terms of this Order shall continue in full force and effect notwithstanding any such subsequent order.

21. **Conflicts.** To the extent that any provision of this Order conflicts with any provision of the APA, the terms of this Order shall govern and control. To the extent that there is any inconsistency between this Order and any other order entered in these Chapter 11 Cases, the terms of this Order shall govern.

22. **Retention of Jurisdiction.** This Court retains exclusive jurisdiction to (a) enforce and implement the terms and provisions of this Order and the APA, including all amendments thereto and any waivers and consents thereunder, (b) resolve any disputes arising in connection with this Order, the APA, or the Sale, (c) interpret, implement, and enforce the provisions of this Order, (d) adjudicate any claims or disputes regarding the Cure Costs, (e) protect the Buyer and its successors, assigns, and Designees against any Encumbrances in accordance with this Order, and (f) enter such further orders as may be necessary or appropriate to implement or effectuate the provisions of this Order.

Exhibit A

Asset Purchase Agreement