



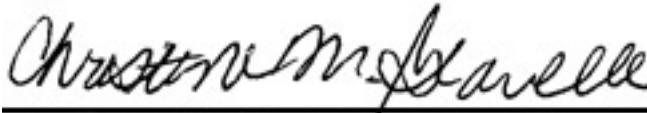
UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
Order Filed on September 25, 2026 by Clerk	
FAEGRE DRINKER BIDDLE & REATH LLP Michael P. Pompeo 600 Campus Drive Florham Park, New Jersey 07932-1047 (973) 549-7000 (Telephone) (973) 360-9831 (Facsimile) 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 FREEHILL KRAMER (US) LLP Adam C. Rogoff (<i>pro hac vice pending</i>) Megan M. Wasson (<i>pro hac vice pending</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>Proposed 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)

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS
TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING
THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS
AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS,
(IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY,
(VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (3) through sixty-four (64), is

ORDERED.

DATED: September 25, 2026


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

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Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

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Upon the motion [Docket No. 1143] (the “Motion”)¹ of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”)² in the above-captioned chapter 11 cases (collectively, the “Cases”), pursuant to sections 105, 361, 362, 363, 364, 506(c), 507, and 552 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 4001, 6004, and 9013 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”), seeking entry of this interim order (this “Interim Order”):

(i) authorizing the Debtors listed as borrowers in the DIP Term Sheet (the “DAMIS Debtor Borrowers” or “DAMIS Debtor Loan Parties,” as the context requires)³ to obtain postpetition, superpriority, secured protective advances pursuant to the Existing Loan Documents (the “DIP Facility”) in an aggregate principal amount not to exceed \$2,200,000 (the “DIP Protective Advances,” which DIP Protective Advances are comprised of the Interim Advances and the Final Advances described herein) from Bank of New Hampshire (“BNH”), in each case in accordance with the terms and conditions set forth in the DIP Term Sheet attached hereto as **Exhibit A** (the “DIP Term Sheet”), by and among the DAMIS Debtor Borrowers and BNH, and on such other terms and conditions as set forth in the DIP Loan Documents (as defined below), consisting of an aggregate principal amount of up to \$2,200,000 (the “DIP Commitments”) comprising (a) up to \$651,000 in the aggregate principal amount available upon entry of this Interim Order (the “Interim Advances”), and (b) no less than \$1,549,000 in the aggregate additional principal amount available upon entry of the Final Order (the “Final Advances”);

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms later in this Interim Order, the Motion, or the DIP Loan Documents, 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.

³ For the avoidance of doubt, DAMIS Holdings LLC and SIMAD Holdings LLC are not DAMIS Debtor Borrowers or DAMIS Debtor Loan Parties.

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(ii) authorizing the DAMIS Debtor Loan Parties to (a) execute and deliver the DIP Loan Documents, (b) borrow funds pursuant to the terms set forth in the DIP Loan Documents, (c) incur the DIP Obligations (as defined herein), and (d) perform such other and further acts as may be necessary, desirable, or appropriate in connection therewith;

(iii) “DIP Loan Documents” means, collectively, the Existing Loan Documents, the DIP Term Sheet, this Interim Order, the Final Order, and all supplements to the Existing Loan Documents, *provided, however*, that Existing Loan Documents and supplements thereto constitute DIP Loan Documents solely to the extent of DIP Protective Advances under the DIP Facility;

(iv) authorizing the DAMIS Debtor Borrowers to use the DIP Protective Advances and the Prepetition Collateral (as defined herein), including Cash Collateral (as defined herein), solely in accordance with the Approved DIP Budget (as defined herein) subject to any Permitted Budget Variances (as defined herein) set forth herein and in the DIP Term Sheet, including for the payment of the Carve-Out (as defined herein) and for payment of any Adequate Protection Professional Fees and Expenses (as defined herein);

(iv) granting adequate protection to the Prepetition Lender (as defined herein) to the extent of any Diminution in Value (as defined herein) of its interests in the Prepetition Collateral;

(v) subject to the Prepetition Liens (as defined herein), granting BNH valid, enforceable, binding, non-avoidable, and fully perfected liens (a) *pari passu* with the Prepetition Liens on and security interests in the Prepetition Collateral, whether any such foregoing property is presently-owned or after-acquired, and (b) in and against each DAMIS Debtor Loan Party’s estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined herein), subject only to the Carve-Out;

(vi) to the extent provided by the Bankruptcy Code, granting superpriority administrative expense claims against each DAMIS Debtor Loan Party’s estate to BNH with respect to the DIP Obligations with priority over any and all administrative expenses of any kind or nature subject and subordinate only to the payment of the Carve-Out on the terms and conditions set forth herein and in the DIP Loan Documents;

(vii) authorizing payment of certain fees and expenses, including, but not limited to, any indemnity obligations to the Indemnified Parties (as defined herein);

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(viii) subject to and effective upon entry of the Final Order granting such relief, waiving the DAMIS Debtor Loan Parties' and the estates' right to surcharge the Prepetition Collateral or the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code;

(ix) subject to and effective upon entry of the Final Order granting such relief, and to the extent set forth herein, for the "equities of the case" exception under section 552(b) of the Bankruptcy Code to not apply to BNH with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral or the DIP Collateral, as applicable;

(x) subject to and effective upon entry of a Final Order granting such relief, waiving the equitable doctrine of marshaling (subject to the limitations set forth herein) with respect to BNH;

(xi) scheduling a final hearing (the "Final Hearing") to consider the relief requested in the Motion and the entry of a final order (the "Final Order") and approving the form of notice with respect to the Final Hearing; and

(xii) granting related relief.

The Court having considered the Motion, the exhibits thereto, the *Declaration of Perry Mandarino, Chief Restructuring Officer of the DAMIS Debtors, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 157] (the "First Day Declaration"), the *Declaration of Perry Mandarino, Chief Restructuring Officer of the DAMIS Debtors, in Support of Debtor-in-Possession Financing Motions* [Docket No. 1177] (the "DIP Declaration") filed in connection with the Motion, and the other evidence submitted or adduced and the arguments of counsel made at the interim hearing (the "Interim Hearing") held on September 16, 2026; and the Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the interim relief requested in the Motion is

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necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties in interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the DAMIS Debtor Loan Parties' entry into the DIP Term Sheet and the other DIP Loan Documents is a sound and prudent exercise of the Debtors' business judgment; and the Debtors having provided notice of the Motion as set forth in the Motion, and it appearing that no other or further notice of the interim relief granted herein need be given under the circumstances; and after due deliberation and consideration, and for good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

A. Petition Date. On June 4, 2026 (the "Petition Date"), each of the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Court") commencing the Cases. On June 12, 2026, the Court entered an order approving joint administration of the Cases.

⁴ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

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B. Debtors-in-Possession. The Debtors continue to manage and operate their businesses and properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Cases.

C. Jurisdiction and Venue. The Court has jurisdiction over the Motion, the Cases, and the parties and property affected hereby 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, entered on July 23, 1984 and amended on June 6, 2025 (Bumb, C.J.). The Court may enter a final order consistent with Article III of the United States Constitution. Venue for the Cases and proceedings on the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Creditors' Committee. On August 21, 2026, the Office of the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Creditors' Committee”).

E. Notice. Notice of the Motion and the Interim Hearing has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Motion with respect to the relief requested at the Interim Hearing is or shall be required. The interim relief granted herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, for purposes of Bankruptcy Rule 6003.

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F. Debtors' Stipulations. Subject only to the rights of parties in interest specifically set forth in paragraph 12 of this Interim Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Interim Order), the Debtors stipulate and agree that (collectively, paragraphs F(i) through (iv) below are referred to herein as the “Debtors' Stipulations”):

(i) Prepetition Loan.

(a) Existing Loan Documents. That prior to the Petition Date, BNH (in its capacity as a prepetition lender, the “Prepetition Lender”) made a loan in the original principal amount of \$11,000,000.00 (the “Prepetition Loan”), evidenced by that certain Loan Agreement and Promissory Note each dated as of June 27, 2024, to the following Debtors, as borrowers: 2195 Harlem Road Leasing LLC and 2195 Harlem Road Real Estate LLC (collectively, the “Prepetition Borrowers”). The Prepetition Loan is guaranteed by the following Debtors: DAMIS Holdings LLC and SIMAD Holdings LLC (collectively, the “Prepetition Guarantors,” and together with the Prepetition Borrowers, the “Prepetition Loan Parties”).⁵ The Debtors further stipulate that the Prepetition Loan and the obligations thereunder are secured by first priority liens and security interests against substantially all of the assets of the Prepetition Borrowers, granted pursuant to certain related agreements, instruments, and other documents executed in connection therewith

⁵ The Prepetition Loan is also guaranteed by the following non-debtor individuals: Michael Aaron Shabsels (chapter 11 case pending in this District at Case No. 26-16529) and David Arthur Shabsels (chapter 11 case pending in this District at Case No. 26-16530).

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(collectively, together with the Prepetition Loan, the “Existing Loan Documents”), including, without limitation, (i) that certain Security Agreement dated as of June 27, 2024, by and between 2195 Harlem Road Leasing LLC and the Prepetition Lender, (ii) that certain Security Agreement dated as of June 27, 2024, by and between 2195 Harlem Road Real Estate LLC and the Prepetition Lender, (iii) that certain Leasehold Mortgage and Security Agreement dated as of June 27, 2024 (the “Leasehold Mortgage”), by and among the Prepetition Borrowers and the Prepetition Lender, and recorded on September 11, 2024 with the Erie County Clerk’s Office at Book 14137, Page 3418, (iv) that certain Assignment of Leases and Rents dated as of June 27, 2024, by and among the Prepetition Borrowers and the Prepetition Lender, and recorded on September 11, 2024 with the Erie County Clerk’s Office at Book 14137, Page 3463, (v) that certain Ground Lessor Estoppel and Recognition Agreement dated as of June 27, 2024, by and among the Prepetition Borrowers and Equity Holdings of Cheektowaga LLC, as lessor, and recorded on September 11, 2024 with the Erie County Clerk’s Office at Book 14135, Page 7632, and (vi) that certain Fee Mortgagee Recognition, Subordination, Non-Disturbance and Attornment Agreement dated as of September 30, 2025, by and among Barclays Capital Real Estate Inc., Equity Holdings of Cheektowaga LLC, the Prepetition Borrowers, and the Prepetition Lender. The liens and security interests securing the Prepetition Loan are referred to herein as the “Prepetition Liens.” The collateral covered by the Existing Loan Documents, together with all cash proceeds thereof, is referred to herein as the “Prepetition Collateral.”

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(b) Prepetition Obligations. As of the Petition Date, the Prepetition Loan Parties, without defense, counterclaim, or offset of any kind, were jointly and severally indebted to the Prepetition Lender in the aggregate principal amount of not less than \$10,682,225.41 pursuant to, and in accordance with, the Existing Loan Documents plus (i) accrued and unpaid interest thereon at the applicable rate through the Petition Date, (ii) all costs, fees, expenses, and charges payable under the Existing Loan Documents (including, without limitation and as applicable, reasonable and documented fees and expenses of the Prepetition Lender's attorneys and financial advisors) and other obligations incurred in connection therewith, (iii) any other loans, advances, and other financial accommodations made pursuant to or in connection with the Existing Loan Documents by the Prepetition Lender, and (iv) all other payment obligations of the Prepetition Loan Parties arising under or in relation to any Existing Loan Document (collectively, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired, the "Prepetition Obligations").

(ii) Validity, Perfection, and Priority of Prepetition Liens and Prepetition Obligations.

(a) The Debtors acknowledge and agree that, as of the Petition Date, (i) the Prepetition Liens on the Prepetition Collateral were and continue to be valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Lender for fair consideration and reasonable equivalent value; (ii) the Prepetition Liens were senior

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in priority over any and all other liens on the Prepetition Collateral; (iii) the Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the applicable Prepetition Loan Party enforceable in accordance with the terms of the applicable Existing Loan Documents; (iv) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Obligations exist, and no portion of the Prepetition Liens or Prepetition Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (v) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Lender or any of its affiliates, agents, attorneys, advisors, professionals, officers, directors, or employees arising out of, based upon or related to the Existing Loan Documents or any payment made to the Prepetition Lender or applied to or paid on account of the obligations owing under the Existing Loan Documents prior to the Petition Date; and (vi) the Debtors waive, discharge, and release any right to challenge any of the Prepetition Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the Prepetition Liens securing the Prepetition Obligations.

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(iii) Cash Collateral. Any and all of the Prepetition Borrowers' cash, including, without limitation, any amounts on deposit or maintained in any banking, checking, or other deposit accounts by the Prepetition Borrowers, any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date or deposited into the Prepetition Borrowers' banking, checking, or other deposit accounts after the Petition Date, rents collected on and after the Petition Date, and the proceeds of any of the foregoing is the Prepetition Lender's cash collateral within the meaning of section 363(a) of the Bankruptcy Code ("Cash Collateral"). For purposes of this Interim Order, the term "Cash Collateral" shall also mean and include all "cash collateral" as defined by section 363(a) of the Bankruptcy Code and shall include and consist of the cash collateral of each Prepetition Borrower, including, without limitation, all of the cash proceeds of the Prepetition Collateral of each Prepetition Borrower. Cash Collateral of each Prepetition Borrower constitutes Prepetition Collateral securing the Prepetition Obligations in favor of the Prepetition Lender.

(iv) Bank Accounts. The Prepetition Borrowers acknowledge and agree that as of the Petition Date, none of the Prepetition Borrowers has either opened or maintains any bank accounts other than the accounts listed in Exhibit 1 attached to the *Interim Order (I) Granting Authority to (A) Continue Using the Cash Management System, Business Forms, and Books and Records and Pay All Fees Related Thereto, (B) Implement Ordinary-Course Changes to Cash Management System, Including Opening and Closing Accounts, (C) Continue Intercompany*

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Transactions; (II) Granting Administrative Expense Status to Postpetition Intercompany Transactions; and (III) Granting Related Relief [Docket No. 219] (the “Cash Management Order”) with respect to such Prepetition Borrowers.

G. *Findings Regarding the DIP Facility and Use of Cash Collateral.* (i) The DAMIS Debtor Borrowers have an immediate need to obtain the DIP Facility and to use Cash Collateral (solely to the extent consistent with the Approved DIP Budget, subject to any Permitted Budget Variances set forth herein and in the DIP Term Sheet) to, among other things, (a) permit the orderly continuation of the DAMIS Debtor Borrowers’ businesses; (b) maintain business relationships with the DAMIS Debtor Borrowers’ vendors, suppliers, and other parties; (c) pursue a sale transaction or transaction(s); (d) pay certain adequate protection payments required hereunder; and (e) pay the costs of administration of the DAMIS Debtor Borrowers’ estates and satisfy other working capital and general corporate purposes of the Debtors. The DIP Facility will also reassure the Debtors’ employees that the DAMIS Debtor Borrowers will have access to additional liquidity to meet their commitments during the Cases. The ability of the DAMIS Debtor Borrowers to obtain sufficient working capital and liquidity through the incurrence of the new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the Debtors’ assets. The DAMIS Debtor Borrowers will not have sufficient sources of working capital and financing to preserve and maintain their assets throughout the Cases without access to

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the DIP Facility and authorized use of Cash Collateral, and subject to the Carve-Out as provided herein.

(ii) The Debtors and their estates will suffer immediate and irreparable harm if immediate financing is not obtained and permission to use Cash Collateral is not granted. The extensions of credit under the DIP Facility are fair and reasonable and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

(iii) The DAMIS Debtor Borrowers are unable to obtain financing on more favorable terms from sources other than BNH under the DIP Loan Documents and are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The DAMIS Debtor Borrowers also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Loan Documents without the DAMIS Debtor Loan Parties granting to BNH the DIP Liens (as defined herein) and the DIP Superpriority Claims (as defined herein) under the terms and conditions set forth in the DIP Loan Documents.

(iv) The DIP Protective Advances constitute protective advances under Sections 4.11, 7.6, and 7.8 of the Leasehold Mortgage, and shall otherwise maintain BNH's rights thereunder, including, without limitation, with respect to the fee mortgagee of the Mortgaged Property.

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(v) The DIP Facility has been negotiated in good faith and at arm's length among the DAMIS Debtor Loan Parties and BNH, and all of the DAMIS Debtor Loan Parties' obligations and indebtedness arising under, in respect of, or in connection with the DIP Facility and the DIP Loan Documents, including, without limitation, all loans made to and guarantees issued by the DAMIS Debtor Loan Parties pursuant to the DIP Loan Documents and all other obligations under the DIP Loan Documents (collectively, the "DIP Obligations") shall be deemed to have been extended by BNH in good faith as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code. The DIP Obligations, the DIP Liens, and the DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code to the extent provided therein in the event that this Interim Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, and any liens or claims granted to, or payments made to, BNH hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges, and benefits granted herein.

(vi) Adequate Protection. The Prepetition Lender is entitled, pursuant to sections 105, 361, 362, and 363(e) of the Bankruptcy Code, to adequate protection of its interests in the Prepetition Collateral, including Cash Collateral, for any Diminution in Value (as defined herein) thereof, subject only to the rights of parties in interest specifically set forth in paragraph

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Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

12 of this Interim Order (and subject to the limitations thereon contained in such paragraph or otherwise in this Interim Order).

(vii) Sections 506(c) and 552(b). In consideration of the Prepetition Lender's agreement to permit the Carve-Out and the use of its Cash Collateral as set forth herein, the Prepetition Lender is entitled to the rights and benefits of section 552(b) of the Bankruptcy Code and, subject to and upon entry of the Final Order granting such relief, (i) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code, and (ii) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

H. Good Cause Shown; Best Interest. Good cause has been shown for entry of this Interim Order, and entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors. Absent granting the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.

I. Notice. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and applicable Local Rules, notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested herein, and of the Interim Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and applicable Local Rules.

J. Arm's Length, Good Faith Negotiations. The terms of this Interim Order were negotiated in good faith and at arm's length between the Debtors and BNH.

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Based upon the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. DIP Financing Approved. The Motion is granted on an interim basis as set forth herein, the DIP Facility is approved on an interim basis, and the use of Cash Collateral on an interim basis is authorized, subject to the terms of this Interim Order.

2. Objections Overruled. Any objections, reservations of rights, or other statements with respect to the Motion and entry of this Interim Order and the relief requested in this Interim Order, to the extent not withdrawn or resolved, are overruled on the merits. Sufficient cause exists for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(e)(2) and the Local Rules. This Interim Order shall become effective immediately upon its entry. The rights of all parties in interest to object to the entry of a Final Order are reserved.

3. Authorization of the DIP Facility and the DIP Loan Documents.

(a) The DAMIS Debtor Loan Parties are hereby immediately authorized and empowered to enter into, execute, deliver and perform under, the DIP Loan Documents and such additional documents, instruments, certificates, and agreements as may be reasonably required or requested by BNH to implement the terms or effectuate the purposes of this Interim Order and the DIP Loan Documents. To the extent not entered into as of the date hereof, the DAMIS Debtor Loan Parties and BNH shall negotiate the DIP Loan Documents in good faith, and in all respects

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such DIP Loan Documents shall be, subject to the terms of this Interim Order and the Final Order, consistent with the terms of the DIP Term Sheet and otherwise reasonably acceptable to the DAMIS Debtor Loan Parties and acceptable in all respects to BNH. Upon entry of this Interim Order and until execution and delivery of the DIP Loan Documents required to be delivered thereunder, the Debtors and BNH shall be bound by (i) the terms and conditions and other provisions set forth in the DIP Term Sheet, with the same force and effect as if duly executed and delivered to BNH by the DAMIS Debtor Loan Parties, and (ii) this Interim Order and the DIP Loan Documents shall govern and control the DIP Facility. Upon entry of this Interim Order, the DIP Loan Documents shall govern and control the DIP Facility. Upon execution and delivery thereof, the DIP Loan Documents shall constitute valid and binding obligations of the Debtors enforceable in accordance with their terms. To the extent there exists any conflict among the terms and conditions of the DIP Loan Documents, the Motion, or the orders concerning the Cash Collateral at Docket Nos. 281, 423, 579, and 724 (collectively, the “Interim Cash Collateral Orders”) and this Interim Order, this Interim Order shall control. To the extent there exists any conflict among the terms and conditions of the Motion and the DIP Loan Documents, the terms and conditions of the DIP Loan Documents shall govern and control.

(b) Upon entry of this Interim Order, the DAMIS Debtor Borrowers are hereby authorized to borrow up to an aggregate principal amount of \$651,000 of DIP Protective Advances,

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subject to and in accordance with this Interim Order and the DIP Term Sheet, including the Carve-Out, without any further action by the Debtors or any other party.

(c) In accordance with the terms of this Interim Order and the DIP Loan Documents, proceeds of the DIP Protective Advances shall be used solely for the purposes permitted under the DIP Term Sheet, the DIP Loan Documents, this Interim Order, and the Approved DIP Budget, subject to the Carve-Out and any Permitted Budget Variances. For the avoidance of doubt, in no event shall any proceeds of the DIP Protective Advances be used to satisfy any claim or obligation of a non-DAMIS Debtor Borrower, except as may occur indirectly by virtue of the DAMIS Debtor Borrowers' payment of "Shared Services Agreement" amounts ("Shared Services") in accordance with the Approved DIP Budget (as defined herein). Attached as **Exhibit B** hereto and incorporated herein by reference is a cash flow budget and financial protections prepared by the Debtors and approved by BNH (the "Approved DIP Budget").

(d) In furtherance of the foregoing and without further approval of the Court, each Debtor is authorized, and the automatic stay imposed by section 362 of the Bankruptcy Code is hereby lifted solely to the extent necessary to perform all acts and to make, execute, and deliver all instruments and documents (including, without limitation, the DIP Term Sheet, any security and pledge agreement, and any mortgage to the extent contemplated thereby, or other DIP Loan Documents), and to pay all fees (including all amounts owed to BNH under the DIP Loan

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Documents) that may be reasonably required or necessary for the Debtors' performance of their obligations under the DIP Facility and this Interim Order, including, without limitation:

- (1) the execution, delivery, and performance of the DIP Loan Documents, including, without limitation, the DIP Term Sheet, any security and pledge agreement, and any mortgage to the extent required thereby;
- (2) the execution, delivery, and performance of one or more amendments, waivers, consents, or other modifications to and under the DIP Loan Documents (in each case in accordance with the terms of the applicable DIP Loan Documents and in such form as the DAMIS Debtor Loan Parties and BNH may reasonably agree, *provided* that the Shared Services line item in any amended Approved DIP Budget cannot be reduced vis-à-vis the prior Approved DIP Budget without the Committee's consent), it being understood that no further approval of the Court shall be required for amendments, waivers, consents, or other modifications to and under the DIP Loan Documents or the DIP Obligations that are not material; *provided, that*, any such non-material amendments shall be provided to the U.S. Trustee and counsel for the Creditors' Committee substantially concurrently with being implemented;
- (3) the non-refundable payment of all reasonable and documented fees and expenses arising from or related to negotiating, documenting, approving,

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administering, monitoring, or enforcing any rights under the DIP Loan Documents or related to these Cases as provided for in the DIP Loan Documents and this Interim Order, including, for the avoidance of doubt, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. and any other professionals or advisors retained by BNH in connection with these Cases (collectively, “BNH’s Advisors”); which fees and expenses shall not be subject to the approval of the Court, nor shall any recipient of any such payment be required to file with respect thereto any interim or final fee application with the Court, *provided* that any fees and expenses of a professional shall be subject to the provisions of paragraph 19 of this Interim Order; and

(4) the performance of all other acts required under or in connection with the DIP Loan Documents.

(e) Upon entry of this Interim Order and subject to the Carve-Out (with respect to the DIP Collateral), the DIP Loan Documents, the DIP Obligations, and the DIP Liens shall constitute valid, binding, and non-avoidable obligations of the DAMIS Debtor Loan Parties enforceable against each DAMIS Debtor Loan Party in accordance with their respective terms and the terms of this Interim Order for all purposes during the Cases, any subsequently converted Case of any Debtor to a case under chapter 7 of the Bankruptcy Code or after the dismissal of any Case. No obligation, payment, transfer, or grant of security under the DIP Loan Documents, or this Interim Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy

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Code or under any applicable law (including, without limitation, under sections 502(d), 548, or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, Uniform Voidable Transactions Act or similar statute or common law), or subject to any defense, reduction, setoff, recoupment, or counterclaim. All payments or proceeds remitted to or on behalf of BNH pursuant to the DIP Loan Documents, the provisions of this Interim Order, or any subsequent order of the Court, shall be received free and clear of any claim, charge, assessment, or other liability, including, without limitation, any such claim or charge arising out of or based on, directly or indirectly, section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552(b) of the Bankruptcy Code (and, solely in the case of waivers of rights under sections 506(c) of the Bankruptcy Code and the “equities of the case” exception of section 552(b) of the Bankruptcy Code, subject to and effective upon the entry of the Final Order granting such relief).

4. Budget and Variance Reporting.

(a) The Approved DIP Budget has been approved by, and is in form and substance reasonably acceptable to, BNH.

(b) Commencing two (2) weeks after the entry of this Interim Order, Permitted Budget Variances shall be tested on each Friday on a weekly basis for the DAMIS Debtor Loan Parties’ actual expenditures (the “Operating Disbursements”) as of the week ending two Sundays prior to the current week (each such date, a “Testing Date”). Commencing after the second (2nd)

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full week after the entry of this Interim Order, on or before 5:00 p.m. (prevailing Eastern time) on Friday of every calendar week, the Debtors shall deliver to BNH, BNH's Advisors, and counsel to the Creditors' Committee, a budget variance report/reconciliation (each, a "Variance Report") in form reasonably satisfactory to BNH (the "Approved DIP Budget Variance Report"), setting forth in detail (i) the Operating Disbursements as of two Sundays prior to the current week ending on the applicable Testing Date; (ii) as to each material variance contained in the Approved DIP Budget Variance Report and required to be tested pursuant to this clause (b), an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any such material variance; and (iii) beginning the third (3rd) week following the entry of this Interim Order and on a weekly basis thereafter, brief but meaningful commentary for each material line-item deviation (both favorable and unfavorable) when comparing actuals to the Approved DIP Budget for all variances greater than \$50,000.00.

(c) The Debtors shall not permit the DAMIS Debtor Loan Parties' Operating Disbursements for any one-week period to be more than 115% of the Budgeted Disbursements on an aggregate basis as set forth in the Approved DIP Budget with respect to such period (the "Permitted Budget Variances;" all references in this Interim Order and the DIP Loan Documents to "Approved DIP Budget" shall mean the Approved DIP Budget as it is subject to the Permitted Budget Variances). To the extent that actual aggregate disbursements as of any Testing Date are less than the aggregate budgeted disbursements as of such Testing Date (a "Favorable Variance"),

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such Favorable Variance may be carried forward and added to the permitted disbursements for a subsequent testing period.

5. Access to Records. The Debtors shall provide BNH and BNH's Advisors with all reporting, diligence requests, and all other information requested or required to be provided to BNH under this Interim Order and the DIP Loan Documents. In addition to, and without limiting, whatever rights to access BNH has under this Interim Order and the DIP Loan Documents, upon notice to counsel to the Debtors (email being sufficient), at reasonable times during normal business hours, and in a manner that does not interfere with the ordinary course activities and operations of the Debtors, the Debtors shall permit representatives, agents, and employees of BNH to have reasonable access to requested information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and BNH shall be provided with access to all information it shall reasonably request. In addition, BNH and BNH's Advisors shall have reasonable access to the DAMIS Debtor Loan Parties' premises and properties upon reasonable prior notice to counsel to the Debtors (email being sufficient). Upon the Debtors' retention of a broker acceptable to BNH to market the Mortgaged Property as further set forth in paragraph 14(w), the Debtors and their professionals and broker shall provide BNH with periodic updates on the sale process relating to the Mortgaged

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Property, not less than once weekly, and shall provide BNH with copies of indications of interest, letters of intent, and bids within one (1) day of receipt.

6. DIP Superpriority Claims. Subject to the Carve-Out, pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against each of the DAMIS Debtor Loan Parties' estates (the "DIP Superpriority Claims") (without the need to file any proof of claim) to the extent set forth in the Bankruptcy Code, with priority over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the DAMIS Debtor Loan Parties, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, including to the extent allowed under the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 328, 330, 331, 503(b), 506(c), 507(a) (other than section 507(a)(1)), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise, which allowed claims shall for the purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code and which shall be payable from all prepetition and postpetition property of the Debtors and all proceeds thereof, including, without limitation, the DIP Collateral and, subject to and effective upon entry of the Final Order granting such relief, any proceeds or property recovered in connection with the pursuit of claims or causes of action arising under chapter 5 of the Bankruptcy

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Code, if any (the “Avoidance Actions”); *provided, however*, that BNH shall be entitled to recover from proceeds of Avoidance Actions only after recovering from all other forms of DIP Collateral and all proceeds thereof, in each case subject only to the payment of the Carve-Out. Except as set forth in this Interim Order, the Final Order, or the DIP Term Sheet, no other superpriority claims shall be granted or allowed in the Cases unless junior to the DIP Superpriority Claims and Adequate Protection Claims (as defined herein) and consented to by BNH.

7. Liens.

(a) As security for the DIP Obligations, effective as of the entry of this Interim Order (and without the necessity of the execution, recordation or filing by the DAMIS Debtor Loan Parties or BNH of any pledge, collateral or security documents, mortgages, deeds of trust, financing statements, notations of certificates of title, control agreements, or other similar documents, or the taking of any other action to take possession of or control over any DIP Collateral), BNH is hereby granted valid, binding, enforceable, non-avoidable, and automatically and properly perfected liens and security interests (collectively, the “DIP Liens”) (i) on a senior basis against any unencumbered assets and property of the DAMIS Debtor Loan Parties and (ii) a pari passu lien with the Prepetition Lender against those assets and property of the DAMIS Debtor Loan Parties which the Prepetition Lender holds a lien against, whether now owned or hereafter acquired, and proceeds thereof, including proceeds of any claims or causes of action of the DAMIS Debtor Loan Parties or respective estates (collectively, the “DIP Collateral”); *provided that* BNH

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shall be entitled to recover from proceeds of claims or causes of action only to the extent BNH has not been paid in full from all other available DIP Collateral and all proceeds thereof, and in each case, subject to the Carve-Out in all respects, and subject to the relative priorities set forth in this Interim Order. Any provision of any lease (except for nonresidential real property leases) or other license, contract or other agreement that requires (i) the consent or approval of one or more parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any DAMIS Debtor Loan Party to pledge, grant, sell, assign, or otherwise transfer any interest in any such lease, license, contract, or other agreement, or the proceeds thereof, or other collateral related thereto, is deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the granting of the DIP Liens on such interest or the proceeds of any assignment and/or sale thereof by any DAMIS Debtor Loan Party in accordance with the terms of the DIP Loan Documents or this Interim Order. Notwithstanding anything to the contrary in the foregoing, the provisions of this paragraph 7(a) shall not (i) render any contract or lease unable to be assumed and/or assigned by any DAMIS Debtor Loan Party or (ii) impair or limit the ability or right of (A) any DAMIS Debtor Loan Party to assume and/or assign any contract or lease or (B) any counterparty to object to such relief on any other grounds, including, but not limited to, sections 365(b)(3) or 1123 of the Bankruptcy Code.

(b) The DIP Liens shall be subject to the following priorities (in each case, subject and subordinate in all respects to the Carve-Out):

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- i First Lien on Unencumbered Property: Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, automatically fully-perfected first priority senior security interest in and lien upon all tangible and intangible prepetition and postpetition property of the DAMIS Debtor Loan Parties whether existing on the Petition Date or thereafter acquired, and the proceeds, products, rents, and profits thereof, that, on or as of the Petition Date, is not subject to: (i) a valid, perfected, and non-avoidable lien; or (ii) a valid and non-avoidable lien in existence as of the Petition Date that is perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, including, without limitation, any and all unencumbered cash of the DAMIS Debtor Loan Parties and any investment of cash, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, proceeds of Avoidance Actions upon and subject to entry of the Final Order granting such relief (*provided, however*, that BNH shall be entitled to recover from proceeds of Avoidance Actions only after recovering from all other forms of DIP Collateral and all proceeds thereof), contracts, properties, plants, fixtures, machinery, equipment, general intangibles, documents, instruments, securities, goodwill, causes of action, insurance policies and rights, claims and proceeds from insurance, commercial tort claims and claims that may constitute commercial tort claims (known and unknown), chattel paper (including electronic chattel paper and tangible chattel paper), interests in leaseholds, real properties, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, equity interests of subsidiaries, joint ventures and other entities, wherever located, and the proceeds, products, rents, and profits of the foregoing, whether arising under section 552(b) of the Bankruptcy Code or otherwise (the “Unencumbered Property”).
- ii Liens Junior to Certain Other Liens: Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, automatically fully perfected security interest in and lien upon all tangible and intangible prepetition and postpetition property of the DAMIS Debtor Loan Parties, which shall be immediately junior and subordinate only to the following valid, perfected and non-avoidable liens (the “Permitted Liens”) (if any) in existence immediately prior to the Petition Date and permitted by the terms of security and other financing agreements in place on the Petition Date: (a) statutory liens for ad valorem, real property, personal property, sales, use,

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or similar taxes, assessments, or governmental charges that are not yet due or actively contested in good faith; (b) mechanics', materialmen's, warehousemen's, carriers', repairmen's, landlord's, and other similar statutory or possessory liens arising by operation of law in the ordinary course of business and not securing debt for borrowed money; *provided*, that no Permitted Lien shall include any lien securing debt for borrowed money, funded debt, letter of credit obligations, or other financing obligations, and each such lien shall remain subject to avoidance, recharacterization, subordination, surcharge, reduction, disallowance, and challenge under the Bankruptcy Code or applicable non-bankruptcy law; *provided, further*, that nothing in the foregoing clause shall limit the rights of BNH under the DIP Loan Documents to the extent such liens are not permitted thereunder.

- iii Priming Liens: Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, automatically fully-perfected first priority senior priming security interest in and lien upon all DIP Collateral (subject to the Carve-Out), including all tangible and intangible prepetition and postpetition property of the DAMIS Debtor Loan Parties, which priming liens shall be senior in priority to all existing liens on such property, including all prepetition secured indebtedness of the DAMIS Debtor Loan Parties, other than Permitted Liens (if any) and other than the Prepetition Liens (collectively, the "Primed Liens"); The holders of the Primed Liens shall be deemed to have consented to the priming of the Primed Liens.
- iv Priority with Respect to Prepetition Liens: Notwithstanding anything herein to the contrary, the DIP Liens shall be *pari passu* with the Prepetition Liens.

Other than as set forth above, the DIP Liens: (i) shall be senior to all security interests in, liens on, or claims against any of the DIP Collateral (subject and subordinate to the Carve-Out in all respects), including any lien or security interest that is avoided or preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code; (ii) shall be valid and enforceable (a) against any trustee appointed in the Cases or such successor case (collectively, "Successor Cases"), (b) upon the conversion of any of the Cases to any Successor

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Case, and/or (c) upon the dismissal or conversion of any of the Cases or Successor Cases; (iii) shall not be made subject to or *pari passu* with any lien or security interest heretofore (other than the Prepetition Liens) or hereinafter granted in the Cases or any Successor Cases; and (iv) shall not be subject to any of sections 510, 549, or 550 of the Bankruptcy Code.

8. Adequate Protection. Subject to the Carve-Out and paragraph 12 of this Interim Order, the Prepetition Lender is entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to adequate protection of its Prepetition Liens in Prepetition Collateral on a dollar-for-dollar basis (including Cash Collateral), as follows (collectively, the “Adequate Protection Obligations”):

(a) *Adequate Protection Claims.* The Prepetition Lender is hereby granted, as adequate protection against the postpetition diminution in value of its liens and security interests in the Prepetition Collateral, including Cash Collateral (any such net postpetition diminution, to the maximum extent permitted under the Bankruptcy Code, “Diminution in Value”), from and after the Petition Date, superpriority administrative expense claims to the extent contemplated by section 507(b) of the Bankruptcy Code (the “Adequate Protection Claims”) against each of the DAMIS Debtor Loan Parties. The Adequate Protection Claims shall be (i) subject and subordinate only to the Carve-Out and the DIP Superpriority Claims, and (ii) senior to any and all other administrative expense claims and all other claims against the DAMIS Debtor Loan Parties and their estates, now existing or hereafter arising, of any kind or nature whatsoever.

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Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

(b) *Adequate Protection Payments.* The Debtors are authorized and directed to pay to the Prepetition Lender, on the first business day of each month following the entry of this Interim Order, (i) current monthly interest on the Prepetition Obligations as calculated at the non-default rate of 7.25% of the outstanding principal balance of \$10,682,225.41 as of the Petition Date, as such balance may be reduced from time to time by principal payments, and (ii) monthly principal amortization payments as set forth in the Approved DIP Budget. As additional adequate protection, the Debtors are authorized and directed to pay outstanding real estate taxes as set forth in the Approved DIP Budget.

(c) *Adequate Protection Professional Fees and Expenses.* The Debtors are authorized and directed to pay all of the reasonable and documented out-of-pocket fees, costs, and expenses of BNH, including, without limitation, the reasonable and documented fees and expenses of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., legal counsel to the Prepetition Lender (the “Adequate Protection Professional Fees and Expenses”), incurred after the Petition Date and relating in any way to the provision of legal services related to the Prepetition Obligations, the DIP Facility, the Debtors, or the Cases. None of the Adequate Protection Professional Fees and Expenses shall be subject to separate approval by the Court, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court’s approval of any such payments, subject to paragraph 19 of this Interim Order.

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Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

(d) *Right to Seek Additional Adequate Protection.* This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition Lender to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Lender is insufficient to compensate for any Diminution in Value of its interests in the Prepetition Collateral, during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Prepetition Lender that the adequate protection granted herein does in fact adequately protect the Prepetition Lender against any Diminution in Value of its interests in the Prepetition Collateral (including Cash Collateral). Further, nothing contained herein shall be deemed a finding by the Court that the Prepetition Lender is entitled to post-petition interest as part of its allowed secured claim, if any, under 11 U.S.C. § 506(b).

9. Additional Adequate Protection for the Prepetition Lender. The Prepetition Lender shall also receive the following adequate protection:

(a) Other Covenants. The Prepetition Borrowers shall maintain their cash management arrangements in a manner consistent with the Cash Management Order and any further interim or final orders entered in connection therewith. The Prepetition Borrowers' failure

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to comply with the covenants contained in the DIP Loan Documents and in this Interim Order and the Final Order shall be an Event of Default (as defined herein).

(b) Reporting Requirements. As additional adequate protection to the Prepetition Lender, the Prepetition Borrowers shall comply with all reporting requirements set forth in the DIP Loan Documents and in this Interim Order and the Final Order. Reporting may be requested by the Creditors' Committee.

10. Carve-Out.

(a) Carve-Out. As used in this Interim Order, the "Carve-Out" means the sum of: (i) all fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the U.S. Trustee for Region 3 under 28 U.S.C. § 1930(a) plus interest at the statutory rate, and which shall not be subject to any budget ("Clerk and U.S. Trustee Fees"); (ii) in the event of a conversion of the Cases to cases under chapter 7 of the Bankruptcy Code, all reasonable and documented fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code, in an aggregate amount not to exceed \$50,000; and (iii) an amount (not otherwise funded) equal to the cumulative amount of Shared Services payable by the DAMIS Debtor Borrowers as set forth in the Approved DIP Budget through the end of the budget period. No portion of the Carve-Out, any Cash Collateral, or proceeds of the DIP Loan may be used for the payment of the fees and expenses of any person incurred in challenging, or in relation to the challenge of, any of the Prepetition Lender's or BNH's liens or claims, or the initiation or prosecution of any claim or action against

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Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

BNH, in any capacity. (For the avoidance of doubt, this limitation shall not affect the Creditors' Committee's right of investigation in connection with its challenge rights referenced below.) In no way shall the Carve-Out or the Approved DIP Budget be construed as a cap or limitation on the amount of Clerk and U.S. Trustee Fees, fees and expenses of professionals retained by the Debtors or the Creditors' Committee under sections 327, 328, 363, or 1103 of the Bankruptcy Code ("Professional Persons"), or intercompany administrative claims that may be payable by the Debtors, but nothing in this sentence shall be interpreted to increase the amount of the Carve-Out.

(b) Seniority of Carve-Out. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Carve-Out shall be senior to all liens and claims securing the DIP Obligations, any adequate protection liens, and superpriority claims, any and all other liens or claims securing the DIP Obligations or the Prepetition Obligations, and all other liens or claims granted by this Interim Order.

(c) No Direct Obligation To Pay Allowed Professional Fees. BNH shall not be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with the Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to (i) obligate BNH, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement, (ii) impair the ability of any party to

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object to any of the fees, expenses, reimbursement or compensation of any professionals, or (iii) alter the requirement of a Professional Person to file and serve fee applications or otherwise comply with the Bankruptcy Code, Bankruptcy Rules or Local Bankruptcy Rules of this Court relating to payment of fees and reimbursement of expenses of Professional Persons, or with any interim compensation order or retention order entered by this Court.

(d) Effect of Payment of Carve-Out. Any payment of the Carve-Out shall be added to, and made a part of, the DIP Obligations secured by the DIP Collateral and shall be otherwise entitled to the protections granted under this Interim Order, the DIP Loan Documents, the Bankruptcy Code, and applicable law.

11. Reservation of Rights of BNH. Subject only to the Carve-Out and paragraph 24, notwithstanding any other provision in this Interim Order or the other DIP Loan Documents to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of the Prepetition Lender to seek any other or supplemental relief in respect of the Debtors; (b) any of the rights of BNH under the DIP Loan Documents, the Existing Loan Documents, or the Bankruptcy Code or under nonbankruptcy law (as applicable), including, without limitation, the right of any of BNH to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases,

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(iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of BNH. The delay in or failure of BNH to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of BNH's rights and remedies in any capacity. For all adequate protection purposes throughout the Cases, the Prepetition Lender shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim Order.

12. Reservation of Certain Creditors' Committee and Third-Party Rights and Bar of Challenges and Claims. Subject to the Challenge Period (as defined herein), the stipulations, admissions, waivers, and releases contained in this Interim Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors in all circumstances and for all purposes and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined herein) as of the Petition Date. The stipulations, admissions, and waivers contained in this Interim Order, including the Debtors' Stipulations shall be binding upon all other parties in interest, including the Creditors' Committee and any other person acting on behalf of the Debtors' estates, unless and to the extent that a party in interest with proper standing granted by order of the Court (or other court of competent jurisdiction) has timely and properly filed an adversary proceeding or contested matter under the Bankruptcy Rules on or

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before November 21, 2026 (the “Challenge Period,” and the date of expiration of the Challenge Period, the “Challenge Period Termination Date”) (*provided, however*, that if, prior to the end of the Challenge Period, (x) the Cases convert to chapter 7, or (y) a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (A) the time remaining under the Challenge Period or (B) forty-five (45) days after appointment of the chapter 7 or chapter 11 trustee, as applicable), (i) seeking to avoid, object to, or otherwise challenge: (a) the findings or Debtors’ Stipulations regarding the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition Lender; (b) the findings or Debtors’ Stipulations regarding the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Obligations; (c) the Debtors’ stipulations, admissions, agreements and releases; or (d) any of the Debtors’ stipulations, admissions, agreements and releases contained in paragraph F (any such claim, a “Challenge”), and (ii) in which the Court enters a final order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter.

Upon the expiration of the Challenge Period Termination Date without the filing of a Challenge (or if any such Challenge is filed and overruled): (a) any and all such Challenges by any party (including the Creditors’ Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in the Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any Successor Cases) shall be forever barred;

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(b) the Prepetition Obligations shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Cases and any Successor Cases; (c) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (d) all of the stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Lender's claims, liens, and interests contained in this Interim Order shall be of full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in the Cases and any Successor Cases. If any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules and remains pending and the Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such adversary proceeding or contested matter on behalf of the Debtors' estates. Furthermore, if any such adversary proceeding or contested matter is timely and properly filed under the Bankruptcy Rules, the stipulations and admissions contained in this Interim Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on the Creditors' Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such adversary proceeding or contested matter prior to the Challenge Period Termination Date. Nothing in this Interim Order vests or confers on any person (as defined in the

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Bankruptcy Code), including, without limitation, the Creditors' Committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation any challenges (including a Challenge) with respect to the Existing Loan Documents, the Prepetition Liens, and the Prepetition Obligations, and the Creditors' Committee or other party in interest shall be required to move for standing within the Challenge Period, with a draft complaint attached to such motion or other pleading, and satisfy the applicable standard for obtaining standing to pursue estate causes of action; *provided*, that the filing of a standing motion (with draft complaint attached) shall toll the Challenge Period but only (i) as to the party that timely filed a standing motion (with draft complaint), (ii) until two (2) business days from the date such motion is resolved or ruled upon by the Court, and (iii) with respect to the claims asserted in the draft complaint, and a separate order of the Court conferring such standing on any Creditors' Committee or other party in interest shall be a prerequisite for the prosecution of a Challenge by such Creditors' Committee or such other party in interest. Subject to other provisions in this Interim Order, for the avoidance of doubt, any trustee appointed or elected shall, until expiration of the period provided herein for asserting Challenges, and thereafter for the duration of any adversary proceeding or contested matter commenced pursuant to this paragraph (whether commenced by such trustee or commenced by another party in interest on behalf of the Debtors' estates), be deemed a party other than the Debtors and shall not, for purposes of such adversary proceeding or contested matter, be bound by the acknowledgements, admissions, confirmations and stipulations

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of the Debtors in this Interim Order. Upon a successful Challenge brought pursuant to this paragraph 12, the Court may fashion an appropriate remedy.

13. Termination Date. Following a termination consistent with the DIP Term Sheet and as set forth herein (a “Termination”): (a) all DIP Obligations shall be immediately due and payable, and all DIP Commitments will terminate; (b) all authority to use Cash Collateral shall cease; *provided, however*, that during the Remedies Notice Period (as defined herein), the DAMIS Debtor Loan Parties may use Cash Collateral solely to fund the Carve-Out and pay Shared Services and other expenses critical to the preservation of the Debtors’ estates in accordance with the Approved DIP Budget, subject to any Permitted Budget Variances provided for in the DIP Loan Documents; and (c) BNH shall be otherwise entitled to exercise rights and remedies under the DIP Loan Documents in accordance with this Interim Order.

14. Events of Default. The occurrence of any of the following events, unless waived by BNH, shall constitute an event of default (collectively, the “Events of Default”):

- (a) the failure of the DAMIS Debtor Loan Parties to make any payment on the DIP Protective Advances (including interest payments) as and when due;
- (b) the failure of the DAMIS Debtor Loan Parties to make any adequate protection payment to the Prepetition Lender on the Prepetition Obligations as and when due;
- (c) the failure of the Debtors to obtain a Final Order on or before October 2, 2026;
- (d) the DAMIS Debtor Loan Parties breach any of their representations and warranties set forth in the DIP Loan Documents, including the DIP Term Sheet;

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- (e) the dismissal of the DAMIS Debtor Loan Parties' Cases, conversion of such Cases to chapter 7 cases, or suspension of such Cases under section 305 of the Bankruptcy Code;
- (f) a trustee or receiver shall be appointed in the DAMIS Debtor Loan Parties' Cases, or a responsible officer or an examiner with enlarged powers shall be appointed in such Cases (beyond those set forth in section 1104(c) and 1106(a)(3) and (4) of the Bankruptcy Code);
- (g) any superpriority administrative expense claim or lien that is *pari passu* with or senior to the claims, charges or liens of BNH pursuant to this Interim Order shall have arisen or be authorized or allowed;
- (h) except for payments to BNH with regard to the DIP Obligations and to the Prepetition Lender with regard to the Prepetition Obligations, the DAMIS Debtor Loan Parties shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any prepetition indebtedness or payables, other than payments authorized by this Court in orders entered upon pleadings in form and substance satisfactory to BNH, in its sole discretion;
- (i) the granting of relief from the automatic stay to any creditor or party in interest other than BNH (i) to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any material assets of the DAMIS Debtor Loan Parties, or (ii) to permit other actions that would have a material adverse effect on the DAMIS Debtor Loan Parties or their estates;
- (j) this Interim Order becomes reversed, amended, supplemented, stayed, vacated, or otherwise modified in any respect without the prior written consent of BNH, except by the Final Order;
- (k) the Final Order becomes reversed, amended, supplemented, stayed, vacated, or otherwise modified in any respect without the prior written consent of BNH, or the DAMIS Debtor Loan Parties apply for the entry of such an order without the prior consent of BNH;
- (l) the DAMIS Debtor Loan Parties shall fail to meet or comply with any of the provisions of the DIP Term Sheet or the terms of the Approved DIP Budget (including Permitted Budget Variances);

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- (m) any of the DIP Loan Documents shall cease to be valid or effective or shall be contested by any of the Debtors;
- (n) the DAMIS Debtor Loan Parties shall fail to comply in any respect with the Interim Order or the Final Order;
- (o) the DAMIS Debtor Loan Parties shall file a chapter 11 plan that does not propose to indefeasibly repay the DIP Obligations in full in cash on the plan effective date, unless otherwise consented to in writing by BNH;
- (p) the filing of any Challenge by the Debtors or by any party that is supported by the Debtors;
- (q) the DAMIS Debtor Loan Parties shall fail to comply with any of the affirmative covenants, or take any action in violation of any of the negative covenants, set forth in the DIP Loan Documents;
- (r) the Debtors shall assert in any pleading that the guaranties contained in the Existing Loan Documents are not valid and binding;
- (s) the DIP Liens shall cease to be valid, perfected, and enforceable;
- (t) the occurrence of any Event of Default under the DIP Loan Documents;
- (u) the failure of the DAMIS Debtor Loan Parties to perform, in any material respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order;
- (v) the entry of an order in any Case avoiding or requiring repayment of any portion of the payments made to BNH on account of the DIP Obligations;
- (w) the failure of the Debtors to retain a co-broker acceptable to BNH to market the Mortgaged Property within twenty-one (21) days of BNH's designation of such co-broker;
- (x) the failure of the Debtors to seek Court approval of a sale of substantially all of the DAMIS Debtor Borrowers' property, including their leasehold interest, in form and substance reasonably acceptable to BNH, on or before November 30, 2026, and close a sale thereof on or before December 31, 2026 (unless a binding, duly executed purchase agreement has been entered,

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then January 31, 2027, or such later date as may be agreed to by the DIP Lender in its sole discretion); and

- (y) any party in interest in the Cases challenges, objects to, or contests the characterization of the DIP Protective Advances as advances made pursuant to the Existing Loan Documents or the authority of BNH to make such advances thereunder;

BNH shall provide written notice of any Event of Default to the Debtors, Creditors' Committee, and the U.S. Trustee; *provided that* such notice should be for informational purposes only and shall not be a pre-requisite to the occurrence of an Event of Default.

15. Rights and Remedies Upon Event of Default. Immediately upon occurrence and during the continuation of an Event of Default, notwithstanding section 362 of the Bankruptcy Code and without any application, motion, notice, hearing, or order from the Court (but subject to this Interim Order), BNH may deliver a written declaration (a "Termination Declaration") stating that (a) all DIP Obligations are immediately due and payable in full in cash, (b) any remaining commitment to extend credit under the DIP Facility is terminated, reduced, or restricted, and (c) the DIP Facility and the DIP Loan Documents are terminated as to any future liability or obligation of BNH (but without affecting any DIP Liens or DIP Obligations). BNH may also declare a termination, reduction, or restriction on the DAMIS Debtor Loan Parties' ability to use Cash Collateral. The date on which a Termination Declaration is delivered is the "Termination Declaration Date." The automatic stay is hereby modified so that, ten (10) business days after the Termination Declaration Date (the "Remedies Notice Period"), with written notice to the Debtors,

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the Creditors' Committee, and the U.S. Trustee, BNH shall be entitled to exercise all rights and remedies under the DIP Loan Documents, this Interim Order, and applicable law to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve-Out. During the Remedies Notice Period, the Debtors and the Creditors' Committee may seek an emergency hearing with the Court. Except as set forth in this paragraph or otherwise ordered by the Court prior to expiration of the Remedies Notice Period, after the Remedies Notice Period the Debtors waive their right to seek relief (including under section 105 of the Bankruptcy Code) that would impair or restrict BNH's rights and remedies under this Interim Order. Unless the Court has scheduled or is scheduling a hearing regarding the alleged Event of Default during the Remedies Notice Period, the automatic stay as to BNH shall automatically terminate at the end of the Remedies Notice Period without further notice or order. Upon expiration of the Remedies Notice Period, BNH shall be permitted to exercise all remedies set forth herein, and in the DIP Loan Documents, and as otherwise available at law without further order of or application or motion to the Court consistent with this Interim Order and the DIP Loan Documents. Notwithstanding the foregoing, BNH's sole remedy upon the occurrence of an Event of Default pursuant to Section 14(y) hereof shall be to terminate any remaining commitment to extend credit under the DIP Facility (without affecting any DIP Liens or DIP Obligations); *provided however*, that BNH shall have the right to seek further relief from the Court related to such Event of Default.

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Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

16. Limitation on Charging Expenses Against Collateral. Subject to and effective upon entry of the Final Order granting such relief, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from (a) the DIP Collateral (except to the extent of the Carve-Out) or BNH or (b) the Prepetition Collateral (except to the extent of the Carve-Out) or the Prepetition Lender, in each case, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of BNH, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by BNH.

17. Use of Cash Collateral. The DAMIS Debtor Borrowers are hereby authorized to use all Cash Collateral of the Prepetition Lender, but solely for the purposes set forth in this Interim Order and consistent with the Approved DIP Budget (subject to Permitted Budget Variances as set forth in this Interim Order and the DIP Term Sheet), including, without limitation, to make payments on account of the Adequate Protection Obligations provided for in this Interim Order, from the date of this Interim Order through and including the Termination Date.

18. Use of DIP Loan Proceeds. The DAMIS Debtor Borrowers are hereby authorized to use the DIP Protective Advances solely for the preservation, maintenance, management, operation, and re-leasing of the Mortgaged Property, including maintenance and repairs, capital expenditures, tenant improvements, broker's fees, ground rent, insurance, real estate taxes,

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utilities, and other costs for maintaining the Mortgaged Property in accordance with the Approved DIP Budget, as such costs and expenses are expressly authorized to be advanced by BNH under the post-default provisions of the Leasehold Mortgage. The DIP Protective Advances shall not be used for the Debtors' general bankruptcy administration costs or any other costs that are not directly incident to the Mortgaged Property or the income-producing capacity of the Mortgaged Property. No portion of the DIP Protective Advances or the Cash Collateral shall be used in connection with asserting any claims or causes of action against BNH in any capacity, or its respective agents, or in challenging the Prepetition Obligations, the Prepetition Liens, the DIP Obligations, the DIP Liens, or any rights of the Prepetition Lender and/or BNH with respect thereto. For the avoidance of doubt, this limitation shall not affect the Creditors' Committee's right of investigation in connection with its Challenge rights in paragraph 12 herein.

19. Expenses and Indemnification.

(a) Subject to the Challenge rights in paragraph 12 herein, the DAMIS Debtor Loan Parties are hereby authorized and directed to pay, in accordance with this Interim Order and to the extent permissible under the Bankruptcy Code, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Loan Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, the reasonable and documented fees and disbursements of counsel and other professionals to the extent set forth in paragraphs 3(d)(3), 8(c), and 10(c) of this Interim Order, all to the extent provided in this Interim

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Order or the DIP Loan Documents. Notwithstanding the foregoing, the DAMIS Debtor Loan Parties are authorized and directed to pay on the date of funding of the Interim Advances, subject to paragraphs 3(d)(3), 8(c), and 10(c), all reasonable and documented fees, costs, and expenses, including the fees and expenses of counsel to BNH, incurred on or prior to the Petition Date without the need to be subject to the procedures set forth in paragraph 19(b).

(b) The DAMIS Debtor Loan Parties shall be jointly and severally obligated to pay all fees and expenses described above, which obligations shall constitute DIP Obligations. The DAMIS Debtor Loan Parties shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in paragraphs 3(d)(3), 8(c), and 10(c) of this Interim Order (collectively, the “Lender Professionals” and, each, a “Lender Professional”) no later than ten (10) calendar days (the “Review Period”) after the receipt by counsel for the Debtors, the Creditors’ Committee, or the U.S. Trustee of each of the invoices therefor (the “Invoiced Fees”). It being understood that such statements or invoices shall not be required to be maintained in any particular format but shall include sufficient detail for the DAMIS Debtor Loan Parties to determine the reasonableness of such fees and expenses, including a general description of the nature of the matters worked on, a list of professionals who worked on the matter, their hourly rate (if such professionals bill at an hourly rate), the number of hours each professional billed and, with respect to the invoices of law firms, the year of law school graduation for each attorney (with appropriate redactions for privilege), nor shall any such counsel or other

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professional be required to file any interim or final fee applications with the Court or otherwise seek the Court's approval of any such payments) to the DAMIS Debtor Loan Parties, the U.S. Trustee and the Creditors' Committee, unless, within such ten (10) calendar day period, the DAMIS Debtor Loan Party, the U.S. Trustee, or the Creditors' Committee serve a written objection upon the requesting party, in which case, the DAMIS Debtor Loan Parties shall pay only such amounts that are not the subject of any objection and the withheld amount subsequently agreed by the objecting parties or ordered by the Court to be paid. Such summary statements or invoices shall not constitute a waiver of the attorney client privilege or of any benefits of the attorney work product doctrine or any other evidentiary privilege or protection recognized under applicable law. To the extent any invoices are redacted, the U.S. Trustee reserves his right to seek to obtain unredacted copies of such invoices and all parties reserve their respective rights. Any expenses sought to be reimbursed shall be specified, and broken out by type of expense.

(c) In addition, as provided in the DIP Loan Documents, subject to and effective upon entry of the Final Order granting such relief, the DAMIS Debtor Loan Parties will indemnify each of the applicable BNH, the Prepetition Lender, and each of their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (collectively, the "Indemnified Parties," and, each, an "Indemnified Party") and hold them harmless from and against any loss, costs or expenses (including but not limited to reasonable and documented legal fees and expenses), and

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liabilities arising out of or relating to the financing contemplated in the DIP Loan Documents and any actual or proposed use of the proceeds of any loans made under the DIP Facility as and to the extent provided herein and in the DIP Loan Documents; *provided* that the DAMIS Debtor Loan Parties shall not indemnify any Indemnified Party against a successful Challenge or for costs, expenses or liabilities to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred by reason of gross negligence and/or willful misconduct of such Indemnified Party. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the DAMIS Debtor Loan Parties or any shareholders or creditors of the DAMIS Debtor Loan Parties for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from such Indemnified Party's gross negligence, fraud, or willful misconduct or breach of their obligations under the DIP Facility, which indemnity shall have equal priority and lien status to the DIP Superpriority Claims. In no event shall any Indemnified Party or any DAMIS Debtor Loan Party be liable on any theory of liability for any special, indirect, consequential, or punitive damages; *provided*, that this shall not affect the DAMIS Debtor Loan Parties' indemnification obligations pursuant to the immediately preceding sentence.

20. Survival of DIP Obligations. To the extent obligations remain due and owing under the DIP Protective Advances, such obligations of the DAMIS Debtor Loan Parties in respect of the

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DIP Protective Advances shall not be discharged by the entry of an order confirming a plan of reorganization or a plan of liquidation in the Cases, but rather shall be required to be paid in full on the effective date of such plan, and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the DAMIS Debtor Loan Parties have waived such discharge with respect to the payment of the DIP Protective Advances.

21. No Third-Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

22. Section 507(b) Reservation. Subject only to the Carve-Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Lender is insufficient to compensate for any Diminution in Value of its interests in the Prepetition Collateral during the Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Prepetition Lender that the adequate protection granted herein does in fact adequately protect the Prepetition Lender against any Diminution in Value of its interests in the Prepetition Collateral (including Cash Collateral).

23. Insurance. Until the DIP Obligations have been paid in full, at all times the DAMIS Debtor Loan Parties shall maintain casualty and loss insurance coverage for the Prepetition

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Collateral and the DIP Collateral as required by the Existing Loan Documents and the DIP Loan Documents and shall name BNH as a loss payee or additional insured, as applicable, thereunder.

24. No Waiver for Failure to Seek Relief. The failure or delay of BNH to exercise rights and remedies under this Interim Order, the DIP Loan Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

(a) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords, lessors, or other parties or (ii) excluding any stamp-tax, the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the granting of the DIP Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in accordance with the terms of the DIP Loan Documents or this Interim Order.

25. Release. Upon the entry of this Interim Order, and subject to paragraph 12 solely regarding Challenges by parties other than the Debtors, in respect of the Prepetition Lender, the Prepetition Liens, and the Prepetition Obligations, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, successors, and assigns, fully and

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forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of BNH, the Prepetition Lender (in each case, in their capacities as such), and each of their respective former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, affiliated investment funds, or investment vehicles, managed, advised, or sub-advised accounts, funds, or other entities, investment advisors, sub-advisors or managers, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest, each in their capacity as such (collectively, the “Released Parties”), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation, or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Obligations, the DIP Liens, the DIP Loan Documents, the Prepetition Obligations, the Prepetition Liens, or the Existing Loan Documents, as applicable, including, without limitation, (i) any so-called “lender liability” or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or

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claims of BNH, and (iv) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the Prepetition Lender; *provided* that the release set forth in this paragraph shall not release any claims or liabilities against a Released Party that a court of competent jurisdiction pursuant to a final, non-appealable order determines primarily result from the bad faith, fraud, gross negligence, or willful misconduct of such Released Party. For the avoidance of doubt, nothing in this paragraph shall in any way limit or release the obligations of BNH under the DIP Loan Documents, this Interim Order, the Final Order, and the other DIP Loan Documents.

26. Preservation of Rights Granted Under this Interim Order.

(a) Subject to the Carve-Out and to the extent provided in this Interim Order, other than as set forth in this Interim Order, the DIP Liens shall not be made subject to, junior to, or *pari passu* with (i) (A) any lien or security interest granted in any of the Cases arising after the Petition Date or (B) any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code and (ii) no claim shall be granted for any administrative expense, secured claim, or unsecured claim against any of the Debtors with priority superior to or equal to the DIP Superpriority Claims.

(b) Subject to the Carve-Out and the DIP Liens, each to the extent provided in this Interim Order, (i) none of the Prepetition Liens shall be made subject to and/or *pari passu* with any lien or security interest granted in any of the Cases arising after the Petition Date, and

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(ii) absent further order of the Court (with respect to which the Prepetition Lender reserves all rights), no claim shall be granted for any administrative expense, secured claim, or unsecured claim against any of the Debtors with priority superior or equal to the Adequate Protection Claims or the Prepetition Obligations.

(c) To the extent provided in Bankruptcy Code section 364(e), if any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacatur, or stay shall not affect: (i) the validity, priority or enforceability of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by BNH, as applicable, of the effective date of such reversal, modification, vacatur, or stay; or (ii) the validity, priority, or enforceability of the DIP Liens. To the extent provided in Bankruptcy Code section 364(e), notwithstanding any reversal, modification, vacatur, or stay of any use of Cash Collateral, DIP Obligations, DIP Liens, or Adequate Protection Obligations incurred by the DAMIS Debtor Loan Parties to BNH, as the case may be, prior to the actual receipt of written notice by BNH, as applicable, of the effective date of such reversal, modification, vacatur, or stay, such use of Cash Collateral, DIP Obligations, DIP Liens, or Adequate Protection Obligations shall be governed in all respects by the original provisions of this Interim Order, and BNH shall be entitled to all the rights, remedies, privileges and benefits granted in sections 364(e) and 363(m) of the Bankruptcy Code to the extent provided therein, this Interim Order and the DIP

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Loan Documents with respect to all uses of Cash Collateral, DIP Obligations, and Adequate Protection Obligations.

(d) Notwithstanding any order that may be entered dismissing any of the Cases under section 1112 of the Bankruptcy Code: (i) the DIP Superpriority Claims, the Adequate Protection Claims, and the DIP Liens, and any claims related to the foregoing, shall continue in full force and effect and shall maintain their priorities as provided in this Interim Order until all DIP Obligations and Adequate Protection Obligations shall have been paid in full or otherwise satisfied in accordance with this Interim Order and the DIP Loan Documents (and that such DIP Superpriority Claims, Adequate Protection Claims, and DIP Liens shall, notwithstanding such dismissal, remain binding on all parties in interest); (ii) the other rights granted by this Interim Order shall not be affected; and (iii) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in this paragraph and otherwise in this Interim Order.

(e) Except as expressly provided in this Interim Order or in the DIP Loan Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Obligations, the Adequate Protection Claims, and all other rights and remedies of BNH granted by the provisions of this Interim Order and the DIP Loan Documents shall survive, shall maintain their priority as provided in this Interim Order, and shall not be modified, impaired, or discharged by: (i) the entry of an order converting any of the Cases to a case under chapter 7 of the Bankruptcy

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Code, dismissing any of the Cases or terminating the joint administration of the Cases or by any other act or omission; (ii) the entry of an order approving the sale of any DIP Collateral pursuant to section 363(b) of the Bankruptcy Code (except to the extent permitted by the DIP Loan Documents); or (iii) the entry of an order confirming a chapter 11 plan in any of the Cases. The terms and provisions of this Interim Order and the DIP Loan Documents shall continue in the Cases, in any Successor Cases if the Cases cease to be jointly administered and in any superseding chapter 7 cases under the Bankruptcy Code, and (x) the DIP Liens and the DIP Superpriority Claims, and all other rights and remedies of BNH, granted by the provisions of this Interim Order and the DIP Loan Documents shall continue in full force and effect until consummation of an “Acceptable Plan” (which shall mean a chapter 11 plan of reorganization or liquidation that (a) is in form and substance acceptable to BNH, (b) provides for the indefeasible payment in full in cash of all DIP Obligations on the effective date of such plan, to the extent not previously paid, and (c) does not impair the claims or liens of BNH without their prior written consent) with respect to the DAMIS Debtor Loan Parties or, the DIP Obligations are indefeasibly paid in full in cash, as set forth herein and in the DIP Loan Documents, and the DIP Commitments have been terminated and (y) the Adequate Protection Obligations and all other rights and remedies of the Prepetition Lender granted by the provisions of this Interim Order and the DIP Loan Documents shall continue in full force and effect until the earlier of (A) consummation of an Acceptable Plan and (B) the

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Prepetition Obligations and all Adequate Protection Obligations have been indefeasibly repaid in full in cash.

(f) Nothing in this Interim Order shall modify, prime, limit, alter, or expand any terms of any surety bonds, any related indemnity agreements, and/or any rights of the Debtors' sureties in any of their collateral.

27. Limitation on Use of DIP Facility Proceeds, DIP Collateral, and Cash Collateral.

Notwithstanding anything else herein, subject to the proviso at the end of this sentence, no amounts under the Carve-Out, the proceeds of the DIP Protective Advances and the proceeds of Prepetition Collateral (including Cash Collateral) and DIP Collateral shall be used for the purpose of: (i) objecting to or contesting in any manner, or in raising any defenses to, the validity, extent, perfection, priority, or enforceability of (a) the Prepetition Obligations or the Prepetition Liens, (b) the DIP Obligations or the DIP Collateral with respect thereto, or (c) any other rights, interests, or liens of BNH; (ii) asserting any claims or causes of action, including, without limitation, formal discovery proceedings in anticipation thereof and any Avoidance Actions against BNH or, subject to and effective upon entry of the Final Order, invoking the equitable doctrine of "marshalling" or any other similar doctrine with respect to any of the Prepetition Collateral, the DIP Collateral, or otherwise, except as expressly permitted herein; (iii) preventing, hindering, or delaying the enforcement or realization by BNH upon any of the Prepetition Collateral or DIP Collateral; or (iv) commencing or prosecuting any motion, proceeding, or cause of action against BNH, or its

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respective agents, attorneys, advisors, or representatives; *provided, however*, that no more than \$50,000 of the proceeds of the DIP Facility, the DIP Collateral, or the Prepetition Collateral, including Cash Collateral, in the aggregate (the “Investigation Budget”), may be used by the Creditors’ Committee or a chapter 7 trustee or a chapter 11 trustee, if any, solely to investigate, within the Challenge Period, the claims, causes of action, adversary proceedings, or other litigation against the Prepetition Lender solely concerning the legality, validity, priority, perfection, enforceability, or extent of the claims, liens, or interests held by or on behalf of the Prepetition Lender related to the Prepetition Obligations. For the avoidance of doubt, nothing in this paragraph shall limit the Creditors’ Committee’s right of investigation in connection with its Challenge rights under paragraph 12 herein, except that any use of the DIP Facility, DIP Collateral, Prepetition Collateral, or Cash Collateral for such investigation shall be subject to, and shall not exceed, the Investigation Budget.

28. Conditions Precedent. Except as provided for in the Carve-Out, BNH shall not have any obligation to make any DIP Loan under the respective DIP Loan Documents unless all of the conditions precedent to the making of such extensions of credit under such DIP Loan Documents have been satisfied in full or waived in accordance with the DIP Loan Documents.

29. Binding Effect; Successors and Assigns. Immediately upon entry of this Interim Order, subject to paragraph 12 of this Interim Order, the DIP Loan Documents and this Interim Order, including all findings of fact and conclusions of law herein, shall be binding upon all parties

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in interest in the Cases and any Successor Cases, including without limitation, BNH, the Prepetition Lender, the Creditors' Committee or any other statutory or non-statutory committee appointed or formed in the Cases and any Successor Cases, and their respective successors and assigns (including any chapter 11 trustee or chapter 7 trustee or examiner appointed or elected in the Cases or any Successor Cases, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), and shall inure to the benefit of each of the Debtors, BNH, the Prepetition Lender, and their respective successors and assigns; provided, however, that, for the avoidance of doubt, BNH shall have no obligation to make any loan, permit the use of DIP Collateral or Prepetition Collateral (including Cash Collateral) or extend any financing to any chapter 11 trustee or chapter 7 trustee or similar responsible person appointed for the estate of any Debtor in the Cases or any Successor Cases.

30. Limitation of Liability. In determining to make any loan under the DIP Loan Documents, or permitting the use of Cash Collateral, pursuant to this Interim Order or the DIP Loan Documents, BNH shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* as amended, or any similar federal or state statute). Furthermore, nothing in this

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Debtors: DAMIS HOLDINGS LLC, *et al.*

Case No.: 26-16439 (CMG)

Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL, (III) GRANTING LIENS AND PROVIDING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) MODIFYING AUTOMATIC STAY, (VI) SCHEDULING A FINAL HEARING, AND (VII) GRANTING RELATED RELIEF

Interim Order or in the DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon BNH of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

31. No Requirement to File Claim for DIP Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, BNH shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, all of which shall be due and payable in accordance with the DIP Loan Documents without the necessity of filing any such proof of claim or request for payment of administrative expenses, and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Loan Documents or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect BNH's rights, remedies, powers, or privileges under any of the DIP Loan Documents, this Interim Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest.

32. No Requirement to File Claim for Prepetition Obligations. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without

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limitation, any order establishing a deadline for the filing of proofs of claim or requests for payment of administrative expenses under section 503(b) of the Bankruptcy Code, the Prepetition Lender shall not be required to file any proof of claim or request for payment of administrative expenses with respect to any of the Prepetition Obligations; and the failure to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the Prepetition Obligations or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the Prepetition Lender's rights, remedies, powers, or privileges under any of the Existing Loan Documents, this Interim Order, or applicable law. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest.

33. No Marshaling. Subject to and effective upon entry of the Final Order granting such relief and the priorities set forth in this Interim Order, BNH shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, and proceeds of the DIP Collateral shall be received and applied pursuant to this Interim Order, the DIP Loan Documents, and the Existing Loan Documents, notwithstanding any other agreement or provision to the contrary, and the Prepetition Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral; *provided, however*, that notwithstanding the

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Debtors: DAMIS HOLDINGS LLC, *et al.*

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foregoing, BNH shall be entitled to recover from the proceeds of Avoidance Actions only to the extent BNH, as applicable, has not been paid in full from all other available DIP Collateral and Prepetition Collateral.

34. Equities of the Case. The Prepetition Lender shall be entitled to all the rights and benefits of section 552(b) of the Bankruptcy Code, and, subject to and effective upon entry of the Final Order granting such relief, the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Lender with respect to proceeds, product, offspring, or profits of any of its collateral (including the Prepetition Collateral).

35. Mizzen I. Notwithstanding anything in this Interim Order to the contrary, Mizzen Capital, LP (“Mizzen I”), which claims a security interest in certain assets of the DAMIS Debtor Borrowers (collectively, the “Mizzen I Collateral”), shall be entitled to adequate protection to protect against the Diminution in Value of the Mizzen I Collateral arising from, resulting from or attributable to, (a) the imposition of the automatic stay, or the use, sale, or lease of the Mizzen I Collateral, or (b) the DIP Facility, DIP Protective Advances, or DIP Liens, as follows:

(a) Mizzen I is granted a replacement perfected security interest under 11 U.S.C. § 361(2) in all of the assets of the DAMIS Debtor Borrowers (x) only to the extent of the Diminution in Value of the Mizzen I Collateral; (y) only to the extent Mizzen I’s pre-petition claim and lien against the DAMIS Debtor Borrowers are valid; and (z) with the same priority in the post-petition collateral and proceeds thereof of the DAMIS Debtor Borrowers that Mizzen I held in the

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Mizzen I Collateral as of the Petition Date, if any; *provided*, that such replacement liens shall be subject and subordinate to (i) the Carve-Out in all respects and (ii) the DIP Liens;

(b) The replacement lien and security interest granted herein is automatically deemed perfected upon entry of this Interim Order without the necessity of Mizzen I taking possession of its collateral in the DAMIS Debtor Borrowers or filing financing statements, mortgages or other documents;

(c) Subject to the limitations set forth in subsection (a)(x)-(z) of this paragraph, and solely to the extent that the adequate protection herein provided is insufficient to protect Mizzen I's interest in the Mizzen I Collateral from Diminution in Value, Mizzen I shall have a super-priority administrative expense claim against the DAMIS Debtor Borrowers to the extent of such Diminution in Value, pursuant to 11 U.S.C. § 507(b), senior to any and all claims against the DAMIS Debtor Borrowers under 11 U.S.C. § 507(a)(2), other than (i) the Carve-Out, (ii) the DIP Superpriority Claims, and (iii) to the extent that the Prepetition Liens are senior in priority to Mizzen I's pre-petition liens on the Mizzen I Collateral, the Adequate Protection Claims granted to the Prepetition Lender pursuant to this Interim Order;

(d) Mizzen I shall be provided copies of any reporting to BNH required hereunder; and

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(e) The adequate protection provided to Mizzen I herein shall be in addition to any adequate protection provided in the Interim Cash Collateral Orders, if any, to Mizzen I, and any subsequent orders on cash collateral usage.

Nothing herein shall prejudice the right of Mizzen I to object to the relief sought in the Motion on a further interim basis or at a Final Hearing.

36. Final Hearing. The Final Hearing on the Motion shall be held on October 1, 2026, at 12:00 p.m., prevailing Eastern time. Any objections or responses to entry of a final order on the Motion shall be filed on or before **4:00 p.m., prevailing Eastern time, on September 24, 2026**, and shall be served on: (a) counsel to the Debtors, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, New Jersey 07932 (Attn: Michael Pompeo (michael.pompeo@faegredrinker.com)) and 222 Delaware Ave., Suite 1410, Wilmington, Delaware 19801, (Attn: Patrick Jackson (patrick.jackson@faegredrinker.com), Ian Bambrick (ian.bambrick@faegredrinker.com), and Sarah Silveira (sarah.silveira@faegredrinker.com)), (b) the Office of the U.S. Trustee for the District of New Jersey, One Newark Center, Suite 2100 Newark, New Jersey 07102 (Attn: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov)), (c) counsel to BNH, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111 (Attn: Daniel S. Bleck (DSBleck@mintz.com)) and 919 Third Avenue, New York, New York 10022 (Attn: Kaitlin R. Walsh (KRWalsh@mintz.com)), (d) any party that has requested notice pursuant to Bankruptcy Rule 2002, and (e) proposed counsel to the

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Creditors' Committee, Connell Foley LLP, 56 Livingston Avenue, Roseland, New Jersey 07068

(Attn: Robert K. Malone (rmalone@connellfoley.com) and Brett S. Theisen

(btheisen@connellfoley.com)) and Paul Hastings LLP, 200 Park Avenue, New York, New York

10166 (Attn: Kristopher M. Hansen (krishansen@paulhastings.com) and Erez E. Gilad

(erezgilad@paulhastings.com)). In the event no objections to entry of the Final Order on the

Motion are timely received, the Court may enter such Final Order without need for the Final

Hearing.

37. Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof.

38. Effectiveness as of the Petition Date. Notwithstanding anything to the contrary contained herein, any provision of this Interim Order that is subject to entry of the Final Order shall be effective as of the Petition Date, upon entry of the Final Order.

39. Retention of Jurisdiction. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

EXHIBIT A

DIP Term Sheet

**SUMMARY OF TERMS AND CONDITIONS OF
DEBTOR-IN-POSSESSION LOAN FACILITY
2195 HARLEM ROAD (THRUWAY PLAZA, CHEEKTOWAGA, NY)
September 24, 2026**

The following term sheet (this “**Term Sheet**”) represents a summary of certain terms and conditions of proposed debtor-in-possession financing for the benefit of certain of the debtors (collectively, the “**Debtors**,” of which only those Debtors identified below as Borrowers are “**Loan Parties**”) in the bankruptcy cases jointly administered as *In re DAMIS Holdings LLC, et al.*, Case No. 26-16515 (CMG) (the “**Chapter 11 Cases**”) filed on June 4, 2026 (the “**Petition Date**”) in the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”).

Borrowers:	2195 Harlem Road Leasing LLC 2195 Harlem Road Real Estate LLC
DIP Lender:	Bank of New Hampshire (“ BNH ”).
Existing Facility:	BNH is the prepetition secured lender to the Borrowers under that certain Loan Agreement dated June 27, 2024, the related Promissory Note, Leasehold Mortgage and Security Agreement (“Leasehold Mortgage”), and other documents executed in connection therewith, including, without limitation, that certain Ground Lessor Estoppel and Recognition Agreement by and between BNH, the Borrowers and Equity Holdings of Cheektowaga LLC, dated June 27, 2024 and that certain Fee Mortgagee Recognition, Subordination, Non-Disturbance and Attornment Agreement among Barclays Capital Real Estate Inc., Equity Holdings of Cheektowaga, LLC, the Borrowers and BNH, dated as of September 2025 (collectively, the “Existing Loan Documents”). Under the Existing Loan Documents, BNH extended \$11,000,000.00 to the Borrowers. As of the Petition Date, all outstanding principal, accrued interest, fees, costs, expenses, and other amounts owing under the Existing Loan Documents constitute the “Prepetition Obligations.” The Prepetition Obligations are guaranteed by SIMAD Holdings LLC, DAMIS Holdings, LLC, Michael Shabsels, and David Shabsels pursuant to separate Unconditional Continuing Guaranty agreements dated June 27, 2024. The Prepetition Obligations are secured by first-priority liens and security interests granted to BNH under the Existing Loan Documents (the “Prepetition Liens”). The Prepetition Liens encumber (a) the Borrowers’ leasehold interest in the real property located at 2195 Harlem Road (Thruway Plaza), Cheektowaga, New York, as demised under that certain Ground Lease dated June 27, 2024 between Equity Holdings of Cheektowaga LLC, as ground lessor, and the Borrowers, as ground lessee (the “Ground Lease”), together with all improvements thereon (the “Mortgaged Property”), and (b) all other collateral

	described in the Existing Loan Documents (collectively with the Mortgaged Property, the “ Prepetition Collateral ”).
DIP Facility:	Subject to the entry of interim and final orders of the Bankruptcy Court in forms satisfactory to BNH in its sole discretion (the “ Interim Order ” and the “ Final Order ,” respectively, and together, the “ Orders ”), BNH shall extend protective advances to or for the benefit of the Borrowers pursuant to the Existing Loan Documents (the “ DIP Facility ”) in an aggregate principal amount of up to \$2,200,000, with up to \$651,000 available upon entry of the Interim Order (the “ Interim Advance ”) and the remaining principal amount of \$1,549,000 upon entry of the Final Order (such loans collectively, the “ DIP Loans ,” and collectively with all other obligations owed by the Loan Parties to BNH pursuant to the DIP Loan Documents (as defined below), including all principal and accrued interest, premiums (if any), costs, fees and expenses or any other amounts due (the “ DIP Obligations ,” and, with the Prepetition Obligations, the “ Obligations ”). The DIP Obligations shall be secured by the Collateral (as defined below) and shall constitute additional obligations under the Existing Loan Documents, secured by the Prepetition Liens, including the Leasehold Mortgage and all other security documents executed in connection with the Existing Loan Documents and be deemed effective immediately.
DIP Loan Documents	“ DIP Loan Documents ” means, collectively, the Existing Loan Documents, this Term Sheet, the Orders, and all supplements to the Existing Loan Documents.
Purpose/Use of DIP Loans:	The DIP Loans shall be used solely by the Borrowers for the preservation, maintenance, management, operation, and re-leasing of the Mortgaged Property, including maintenance and repairs, capital expenditures, tenant improvements, broker’s fees, ground rent, insurance, real estate taxes, utilities, and other costs for maintaining the 2195 Harlem Road property (Thruway Plaza, Cheektowaga, NY) in accordance with the Approved Budget (as defined below), as such costs and expenses are expressly authorized to be advanced by BNH under the post-default provisions of the Leasehold Mortgage. The DIP Loans shall not be used for the Debtors’ general bankruptcy administration costs or any other costs that are not directly incident to the collateral or the income-producing capacity of the Mortgaged Property. No portion of the DIP Loans or cash collateral shall be used in connection with asserting any claims or causes of action against BNH or its agents or in challenging the Prepetition Obligations, BNH’s liens, or any rights of BNH with respect thereto. (For the avoidance of doubt, this limitation shall not affect the Creditors’ Committee’s (as defined below) right of investigation in connection with its challenge rights referenced below.)

Security:	Subject to entry of the Orders, all DIP Obligations shall (a) constitute allowed superpriority administrative expense claims against each of the Loan Parties (collectively, the “DIP Superpriority Claim”) with priority over any and all administrative expenses, diminution claims, and all other claims against the Loan Parties, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or arising or ordered pursuant to Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552(b), 726, 1113, and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment; and (b) pursuant to sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code, be secured by first priority liens <i>pari passu</i> with the Existing Liens (the “DIP Liens”) on all assets and property of the Loan Parties, whether now owned or hereafter acquired, and proceeds thereof, including proceeds of any claims or causes of action of the Loan Parties or their bankruptcy estates (collectively, the “Collateral”); <i>provided that</i> BNH shall look last to the proceeds of claims or causes of action and shall seek to recover first from other Collateral. The DIP Liens shall be <i>pari passu</i> with the Prepetition Liens. The DIP Superpriority Claim shall not be subject to any claim that is <i>pari passu</i> with or senior to the DIP Superpriority Claim. No other superpriority claims shall be permitted to prime or be <i>pari passu</i> with the DIP Superpriority Claim without the prior written consent of BNH.
Use of Cash Collateral; Adequate Protection:	On terms and conditions acceptable to BNH, the Orders shall expressly contemplate and authorize the use by the Borrowers of any “cash collateral” (as defined in Bankruptcy Code § 363(a)) (“Cash Collateral”) pursuant to the Approved Budget. For those categories of expenses that cannot be structured as DIP Loans, including, without limitation, fees of Professional Persons (as defined below), general bankruptcy administration costs, and adequate protection payments, the Borrowers shall use Cash Collateral of BNH on terms and conditions set forth in the Interim Order and Final Order. As adequate protection for the Prepetition Obligations, BNH shall receive adequate protection payments on the first business day of each month following entry of the Interim Order in the form of (i) current monthly interest on the Prepetition Obligations as calculated at the non-default rate of 7.25% of the outstanding principal balance of \$10,682,225.41 as of the Petition Date, as such balance may be reduced from time to time by principal payments, (ii) monthly principal amortization payments as set forth in the Approved Budget.. In addition, the Borrowers shall pay the reasonable and documented attorneys’ fees, and out-of-pocket expenses of BNH incurred in connection with the DIP Facility, the Prepetition Collateral, or the Chapter 11 Cases, within ten (10) days of delivery of a statement to the Borrowers, the U.S. Trustee,

	and the official committee of unsecured creditors appointed on August 20, 2026 (the “ Creditors’ Committee ”). For the avoidance of doubt, these statements shall not be required to be filed with the Bankruptcy Court or be subject to Bankruptcy Court approval. As additional adequate protection, the Debtors shall pay outstanding real estate taxes as set forth in the Approved Budget.
Stipulation as to Prepetition Debt:	The DIP Facility is expressly conditioned upon the Debtors’ stipulation, acknowledgment, and agreement as to the validity, enforceability, allowability, priority, secured status, perfection, and amount of BNH’s Prepetition Obligations. The Debtors stipulate and agree that the Prepetition Obligations constitute valid, binding, and enforceable obligations of the Loan Parties, and that BNH holds valid, perfected, first-priority Prepetition Liens on the Prepetition Collateral securing the Prepetition Obligations. The Loan Parties’ stipulation as to the validity and priority of BNH’s Prepetition Liens shall extend to all DIP Loans made hereunder. The Interim Order will provide that the Loan Parties waive, release, and forever discharge any and all claims, counterclaims, setoffs, defenses, or causes of action of any kind or nature, whether known or unknown, whether arising at law or in equity, against BNH, BNH, and their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees, arising out of, relating to, or in connection with the Prepetition Obligations, the Prepetition Liens, the Prepetition Collateral, or any actions taken in connection therewith prior to the Petition Date. The stipulations, admissions, waivers, and releases in the Orders shall be binding upon all parties in interest upon entry of the Orders unless a party in interest with proper standing granted by order of the Bankruptcy Court has timely and properly filed an adversary proceeding or contested matter (a “ Challenge ”) no later than November 13, 2026 (the “ Challenge Period ”). Upon expiration of the Challenge Period without a filing of a Challenge, the Prepetition Obligations shall constitute allowed claims against the Borrowers, SIMAD Holdings LLC, and/or DAMIS Holdings, LLC, as applicable for all purposes in the Chapter 11 Cases and the Prepetition Liens shall be deemed legal, valid, binding and perfected. For the avoidance of doubt, no Challenge may be asserted with respect to the amounts advanced pursuant to the DIP Facility.
Waivers:	Upon entry of the Final Order, and in consideration for BNH’s agreement to fund the Carve-Out, the Debtors waive any rights of the estate under section 506(c) of the Bankruptcy Code, Bankruptcy Code section 552(b)’s equities of the case doctrine, and the equitable doctrine of marshalling (subject to the limitations set forth herein) with respect to the Prepetition Obligations and the DIP Loan for amounts actually funded pursuant to the Approved Budget. The Final Order shall contain provisions protecting BNH from such provisions and doctrine.

Fees, Interest and DIP Facility Interest Rate:	The DIP Loan shall bear interest at the Default Rate under the Existing Loan Documents, which is equal to 11.25% per annum (the 7.25% per annum contract rate stated in the Promissory Note plus the 4.00% default rate premium). After maturity or the occurrence of an Event of Default (as defined below), the principal of the DIP Loan shall bear interest at an additional five percent (5%) (<i>i.e.</i>, 500 basis points). Interest on the DIP Loans shall accrue and be added to the outstanding principal balance of the DIP Obligations on the 1st day of each month subsequent to the first advance made under the DIP Loan, calculated on the basis of the actual number of days elapsed in a 360-day year. All accrued and unpaid interest on the DIP Loans, together with remaining accrued and unpaid interest on the Prepetition Obligations, principal, late fees, BNH's reasonable and documented legal fees and disbursements, and any other charges owing under the DIP Loan as of the Maturity Date (as defined below) shall be due and payable in cash on the Maturity Date.
Maturity Date:	The Obligations shall be due and payable upon the earliest of: (a) The effective date of a confirmed plan in the Loan Parties' Chapter 11 Cases; (b) Closing on a sale or other disposition of all or a substantial portion of the assets of any of the Loan Parties; (c) Conversion of any of the Loan Parties' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (d) Dismissal of any of the Loan Parties' Chapter 11 Cases; (e) Appointment of a chapter 11 trustee in any of the Loan Parties' Chapter 11 Cases; (f) Acceleration of the DIP Loan and termination of further advances thereunder following the occurrence of an Event of Default; and (g) Six months from the date of issuance, subject to an automatic sixty-day extension if a sale of the real property of the Loan Parties' Chapter 11 Cases has been approved but is pending closing (the earliest date, the "Maturity Date"); provided, however, that the Parties may agree in writing to extend the Maturity Date.

Mandatory Prepayments:	As will be set forth more fully in definitive documentation, the Obligations shall be subject to mandatory prepayment under customary circumstances, with 100% of net cash proceeds applied to the prepayment of the outstanding Obligations, including, without limitation: (a) upon the sale or disposition of any of the Borrowers' collateral, other than in the ordinary course of business; (b) upon any payment made to the Borrowers on account of insurance, casualty or condemnation claims; (c) upon the net proceeds of any debt issuance or equity issuance; and (d) upon the proceeds of any claims and causes of action recovered by the Borrowers.
Budget and Variances:	“Approved Budget” shall mean a cash flow budget and financial projections of the Loan Parties, covering the period beginning on the date of filing the motion seeking approval of the Orders and ending on December 31, 2026, itemizing on a weekly basis all uses, and anticipated uses, of the DIP Facility and Cash Collateral, revenues projected to be received and all expenditures proposed to be made during such period. A copy of the Approved Budget is attached hereto as Exhibit A. Budget Reporting: Commencing two (2) weeks following entry of the Interim Order, and on each Friday thereafter, the Loan Parties shall deliver to BNH, DIP Lender’s counsel, and counsel to the Creditors’ Committee a weekly report setting forth the Loan Parties’ actual receipts and disbursements as of two Sundays prior to the current week, together with a budget variance report/reconciliation (each, a “Variance Report”) in form reasonably satisfactory to BNH, setting forth in detail (i) the Operating Disbursements for the immediate one-week period ending on the applicable Testing Date; and (ii) as to each material variance contained in the Variance Report and required to be tested, an indication as to whether such variance is temporary or permanent and an analysis and explanation in reasonable detail for any such material variance. In addition, the Loan Parties shall provide a detailed, line-by-line computation of actual versus budget deviations on a weekly basis beginning in the second week following entry of the Interim Order, with brief but meaningful commentary for each material line-item deviation (both favorable and unfavorable) when comparing actuals to the Approved Budget for all variances greater than \$50,000. Permitted Variances: Commencing two (2) weeks following entry of the Interim Order, Permitted Variances shall be tested on each Friday on

	a weekly basis for the Loan Parties’ actual expenditures (the “Operating Disbursements”) as of the week ending two Sundays prior to the current week (each such date, a “Testing Date”). The Loan Parties shall not permit Operating Disbursements for any one-week period to be more than 115% of the budgeted disbursements on an aggregate basis as set forth in the Approved Budget with respect to such period (the “Permitted Variances”). To the extent that actual aggregate disbursements as of any Testing Date are less than the aggregate budgeted disbursements as of such Testing Date (a “Favorable Variance”), such Favorable Variance may be carried forward and added to the permitted disbursements for a subsequent testing period.
Representations and Warranties:	The DIP Loan Documents will include such representations and warranties as are usual and customary for financings of this kind and that are reasonably acceptable to BNH, including without limitation: due organization; requisite power and authority; qualification; execution, delivery and enforceability of the DIP Loan Documents; no conflicts with organizational documents or applicable law; no material adverse change; restricted junior payments; absence of material litigation; payment of material taxes; title to properties; ERISA and other employee matters; absence of brokers or finders fees; compliance with laws; continued effectiveness of orders of the Bankruptcy Court, including the Orders, as applicable; full disclosure and accuracy of the Approved Budget; and the Patriot Act and other related matters.
Affirmative Covenants:	The DIP Loan Documents shall include such affirmative covenants as are usual and customary for transactions of this type (and to include reporting covenants, including with respect to the Approved Budget and Permitted Variances), update meetings and/or calls with BNH and the CRO and advisors to CRO as reasonably requested. The Debtors and their professionals shall provide BNH with periodic updates on the sale process, not less than once weekly, and shall provide BNH with copies of indications of interest, letters of intent, and bids within one (1) day of receipt.
Negative Covenants:	The DIP Loan Documents shall include such negative covenants as are usual and customary for transactions of this type (and to include limitations on indebtedness, liens, investments, acquisitions, restricted payments and dispositions of assets).
Events of Default:	Events of Default shall include, without limitation:

	(a) Failure to make payments to DIP Lender and the adequate protection payments to BNH on the Pre-Petition Obligations when due; (b) Breaches of representations and warranties; (c) Failure to obtain a Final Order by October 2, 2026. (d) Failure to seek Bankruptcy Court approval of a sale of substantially all of the Borrowers' real property, including their leasehold interest, in form and substance reasonably acceptable to BNH by November 30, 2026, and close a sale thereof by December 31, 2026 unless a binding, duly executed purchase agreement has been entered, then January 31, 2027 or such later date as may be agreed to by BNH in its sole discretion; (e) Any of the Loan Parties' Chapter 11 Cases shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code; a trustee, receiver, interim receiver or receiver and manager shall be appointed in any of the Loan Parties' Chapter 11 Cases, or a responsible officer or an examiner with enlarged powers shall be appointed in any of the Loan Parties' Chapter 11 Cases; (f) Any super-priority administrative expense claim or lien that is pari passu with or senior to the claims, charges or liens of the BNH shall have arisen or be authorized or allowed in any of the Loan Parties' Chapter 11 Cases; (g) Except for payments expressly authorized herein and in the Approved Budget, the Loan Parties shall make any payment (whether by way of adequate protection or otherwise) of principal or interest or otherwise on account of any prepetition indebtedness or payables, other than payments authorized by the Bankruptcy Court in orders entered upon pleadings in form and substance satisfactory to BNH, in its sole discretion; (h) The Bankruptcy Court shall enter an order granting relief from the automatic stay to any creditor or party in interest: (i) to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any material assets of the Loan Parties; or (ii) to permit other actions that would have a material adverse effect on the Loan Parties or their estates; (i) An order shall be entered reversing, amending, supplementing, staying, vacating or otherwise modifying the
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	Orders, or the Loan Parties shall apply for the entry of such an order, without the prior written consent of BNH; (j) The Loan Parties shall fail to meet or comply with any of the milestones or the terms of the Approved Budget (including Permitted Variances); (k) Any of the DIP Loan Documents shall cease to be valid or effective or shall be contested by the Debtors; (l) The Debtors shall fail to comply in any respect with the Orders; (m) Any of the Loan Parties shall file a chapter 11 plan that does not propose to indefeasibly repay the DIP Obligations in full in cash on the plan effective date, unless otherwise consented to in writing by BNH; (n) The filing of any Challenge to the liens or claims of BNH that is supported by the Debtors; (o) The Debtors shall fail to comply with any of the affirmative covenants, or take any action in violation of any of the negative covenants, set forth in the DIP Loan Documents; (p) The Debtors shall assert in any pleading that the guarantee contained in the Existing Loan Documents is not valid and binding; (q) Cessation of the DIP Liens or the DIP Superpriority Claims to be valid, perfected and enforceable as against any of the Loan Parties; and (r) Entry of an order in any Chapter 11 Case avoiding or requiring repayment of any portion of the payments made to BNH on account of the DIP Obligations.
Remedies:	Upon an Event of Default, and on ten business days' prior notice thereafter by email to counsel for the Borrowers (with email copy to the United States Trustee and counsel for the Creditors' Committee), and if the Event of Default is continuing on such tenth business day, then BNH may (a) cease making further DIP Loans, (b) terminate any consent to further use of cash collateral, (c) exercise all rights and remedies under the Existing Loan Documents, and/or (d) exercise all other available rights and remedies. BNH may exercise any one or more such remedies in its sole discretion. The Borrowers and the Creditors' Committee will be entitled to seek an emergency hearing from the Bankruptcy Court during such ten business day period, and BNH shall not be entitled to

	exercise any such remedies if the Bankruptcy Court has scheduled or is in the process of scheduling a hearing regarding any alleged Event of Default.
Conditions Precedent to Commitment and Initial Borrowing:	The commitment of BNH to provide the DIP Facility and to enter into the definitive documentation, on the terms and conditions set forth in this Term Sheet, is expressly conditioned on the Borrowers and BNH reaching agreement on substantially final forms of (i) the definitive documentation for the DIP Facility, (ii) proposed forms of the Orders, which shall include an express finding that such advances by BNH under the DIP Facility shall be protective advances under Sections 4.11, 7.6, and 7.8 of the Leasehold Mortgage, and shall otherwise maintain BNH's rights thereunder, including, without limitation, with respect to the fee mortgagee of the Mortgaged Property, and (iii) an Approved Budget, in each case in form and substance satisfactory to BNH in its sole discretion; provided that BNH shall fund the Interim Advance upon entry of the Interim Order and execution of this Term Sheet. In addition, the following conditions shall be satisfied: (i) entry of an Interim Order (or Final Order, as applicable) in form and substance satisfactory to BNH; (ii) receipt by BNH of an Approved Budget in form and substance satisfactory to BNH; (iii) no default or Event of Default shall have occurred and be continuing; (iv) the Borrowers shall be in compliance with any milestones; and (v) payment of all out-of-pocket costs, fees and expenses required to be paid to BNH.
Ongoing Conditions to Borrowings:	The conditions to all borrowings will include requirements relating to (i) prior written notice of borrowing, (ii) the accuracy of representations and warranties, (iii) the absence of any default or Event of Default, (iv) the Borrowers being in compliance with the Approved Budget (subject to Permitted Variances), and (v) such other conditions as will otherwise be customary and appropriate for this type of financing in form and substance satisfactory to BNH.
Carve-Out:	The " Carve-Out " shall be the sum of: (i) all fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee under 28 U.S.C. § 1930(a) (the " UST Fees "); (ii) in the event of a conversion of the Cases to cases under chapter 7 of the Bankruptcy Code, all reasonable and documented fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code, in an aggregate amount not to exceed \$50,000; and (iii) an amount (not otherwise funded) equal to the cumulative amount of shared services payable to DAMIS Holdings LLC by the Borrowers as set forth in the Approved Budget through the end of the budget period. No portion of the Carve-Out, any cash collateral or proceeds of the DIP Facility may be used for the payment of the fees and expenses of any person incurred challenging, or in relation to the challenge of, any of BNH's liens or claims, or the initiation or prosecution of any claim or action against

	BNH, in any capacity. (For the avoidance of doubt, this limitation shall not affect the Creditors' Committee's right of investigation in connection with its challenge rights referenced below.) In no way shall the Carve-Out or the Budget be construed as a cap or limitation on the amount of Court fees, UST Fees, fees and expenses of professionals retained by the Debtors or the Creditors' Committee under sections 327, 328, 363, or 1103 of the Bankruptcy Code, or intercompany administrative claims that may be payable by the Debtors, but nothing in this sentence shall be interpreted to increase the amount of the Carve-Out.
Credit Bidding:	BNH shall have the right to "credit bid" all or any portion of the DIP Obligations and Prepetition Obligations, as applicable, pursuant to Bankruptcy Code section 363(k) in connection with any sale of any or all of the Prepetition Collateral or other assets of the Borrowers pursuant to Bankruptcy Code section 363 or any plan of reorganization. The Orders shall provide that, notwithstanding any other provision therein, BNH is authorized to credit bid the full amount of the Obligations without need for any further order of the Bankruptcy Court.
Indemnity / Release / Validity:	The Debtors shall indemnify, pay and hold harmless BNH (and its directors, officers, employees, professionals, advisors, attorneys and agents) against any loss, liability, cost or expense incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof (except to the extent resulting from the gross negligence, bad faith, fraud, or willful misconduct of the indemnified party, as determined by a final, non-appealable judgment of a court of competent jurisdiction). In no event shall any indemnified party or any Borrower be liable on any theory of liability for any special, indirect, consequential, or punitive damages; provided, that this shall not affect the Debtors' indemnification obligations pursuant to the immediately preceding sentence. The definitive documentation and the Orders shall provide for a full, absolute, plenary and unconditional release of BNH of all liability for any and all claims, causes of action or other rights of the Debtors, subject only to the Challenge rights described herein as set forth in the Orders.
Binding Effect:	This Term Sheet sets forth the material terms of the proposed DIP Loans but shall not be binding until executed by BNH and Borrowers, at which point the Borrowers shall seek Bankruptcy Court approval pursuant to the Interim Order and the Final Order. Notwithstanding anything to the contrary in this Term Sheet, absent written consent of BNH, this Term Sheet shall be null and void if the Borrowers have not filed a motion seeking entry of the Interim Order by September 15, 2026 or if the Interim Order is not entered by September 17, 2026.

Governing Law and Jurisdiction:	The Bankruptcy Court shall have jurisdiction over the rights of the parties to this Term Sheet and, in the event the Bankruptcy Court does not have or does not exercise jurisdiction, then the parties submit to the jurisdiction of the federal and state courts within the State of New Jersey. The parties waive any right to a trial by jury. To the extent state law governs the rights of the parties, New Jersey law shall govern.
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EXHIBIT B

Approved DIP Budget

Cash Flow Forecast Through 1/1/2027												
2195 Hatten Road (Turnway Plaza, Cheektowaga)												
DRAFT -SUBJECT TO CHANGE												
USD in thousands (\$000)		Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23
Forecast/Actual		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
9/18/26		9/25/26	10/2/26	10/9/26	10/16/26	10/23/26	10/30/26	10/30/26	11/6/26	11/13/26	11/20/26	11/27/26
1. Net Cash Flow												
1. Rent Income		-	-	165.8	-	-	-	-	-	165.8	-	-
2. Resort & Lodging Income		-	-	-	-	-	-	-	-	-	-	-
3. Interest Income		-	-	-	-	-	-	-	-	-	-	-
4. Bad Debt		-	-	-	-	-	-	-	-	-	-	-
5. Ancillary Income		-	-	-	6.4	-	-	-	6.4	-	-	-
6. Reimbursement Income		-	-	40.4	-	-	-	-	40.4	-	-	-
7. Shared Services		-	-	-	-	-	-	-	-	-	-	-
8. Other Income		-	-	-	-	-	-	-	-	-	-	-
9. Funding From DAMIS		-	-	-	-	-	-	-	-	-	-	-
10. Total Receipts		-	-	212.6	-	-	-	-	212.6	-	-	-
11. Cost of Goods Sold		-	-	-	-	-	-	-	-	-	-	-
12. Payroll & Benefits		-	-	-	-	-	-	-	-	-	-	-
13. Outside Labor		-	-	-	-	-	-	-	-	-	-	-
14. Repairs & Maintenance		-	-	(30.0)	-	-	(30.0)	-	-	-	-	(101.5)
15. Security		-	-	-	-	-	-	-	-	-	-	-
16. Trash & Sanitation		-	-	(0.6)	-	-	(0.6)	-	-	-	-	(0.6)
17. Management Fees		-	-	(8.0)	-	-	(8.0)	-	-	-	-	(8.0)
18. Utilities		-	-	(25.0)	-	-	(25.0)	-	-	-	-	(29.2)
19. Licenses, Fees & Permits		-	-	-	-	-	-	-	-	-	-	-
20. Commissions & Fees		-	-	(289.9)	-	(53.7)	-	-	-	-	-	-
21. Advertising & Marketing		-	-	-	-	-	-	-	-	-	-	-
22. Insurance		-	-	(19.7)	-	-	(19.7)	-	-	-	-	(19.7)
23. Office & G&A		(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(7.1)
24. Legal & Professional		-	-	(7.1)	-	-	(7.1)	-	-	-	-	-
25. Ground Rent		-	-	(43.3)	-	-	(43.3)	-	(43.3)	-	-	(0.7)
26. Sales Tax Expense		-	-	(0.7)	-	-	(0.7)	-	-	-	-	-
27. Real Estate Taxes		-	(271.0)	-	-	-	-	-	-	-	-	(3.0)
28. Other Operating Expense		(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(2.1)
29. Credit Card Reimbursement		-	-	-	-	-	-	-	-	-	-	-
30. Asset Management Fee		-	(2.1)	(2.1)	(2.1)	(2.1)	(2.1)	(2.1)	(2.1)	(2.1)	(2.1)	(65.2)
31. DAMIS-Seller Note		-	-	-	-	-	-	-	-	-	-	-
32. Shared Services Agreement		(17.3)	(17.3)	(148.6)	(148.6)	(148.6)	(148.6)	(148.6)	(65.2)	-	-	-
33. Operating Disbursements		(3.1)	(291.4)	(131.9)	(300.9)	(205.3)	(99.7)	(99.7)	(111.6)	(3.1)	(3.1)	(172.2)
34. Capital Expenditures		-	(498.7)	(250.0)	(250.0)	-	-	-	-	-	-	-
35. Interest Expense		-	(24.7)	(64.5)	-	-	-	-	(64.5)	-	-	-
36. Principal Repayment		-	-	-	-	-	-	-	-	-	-	-
37. Net Disbursements before Ch 11 Expenses		(3.1)	(814.8)	(16.1)	(550.9)	(205.3)	(99.7)	(99.7)	(36.5)	(3.1)	(3.1)	(172.2)
38. Professional Fees		-	-	-	-	-	-	-	-	-	-	-
39. U.S. Trustee Fees		-	-	-	-	-	-	-	-	-	-	-
40. New Borrowing Fees		-	-	-	-	-	-	-	-	-	-	-
41. Ch 11 Fees		-	-	-	-	-	-	-	-	-	-	-
42. Net Disbursements		(3.1)	(814.8)	(16.1)	(550.9)	(205.3)	(99.7)	(99.7)	(36.5)	(3.1)	(3.1)	(172.2)
IV. Cash Roll												
43. Beginning Cash Balance		216.7	213.6	10.0	26.1	10.0	10.0	10.0	10.0	10.0	46.5	40.3
44. Net Disbursements		(3.1)	(814.8)	16.1	(550.9)	(205.3)	(99.7)	(99.7)	36.5	(3.1)	(3.1)	(172.2)
45. Change in Borrowings		-	611.2	534.8	534.8	205.3	-	99.7	-	-	-	141.9
46. Ending Cash Balance		213.6	10.0	26.1	10.0	10.0	10.0	10.0	46.5	43.4	40.3	10.0
IV. Debt Summary												
53. Beginning Balance		10,682.2	10,682.2	11,293.4	11,293.4	11,828.2	12,033.6	12,033.6	12,133.2	12,144.3	12,144.3	12,144.3
54. Net New Borrowings		-	611.2	-	534.8	205.3	-	99.7	11.1	-	-	141.9
55. Ending Debt Balance		10,682.2	11,293.4	11,293.4	11,828.2	12,033.6	12,033.6	12,033.6	12,144.3	12,144.3	12,144.3	12,286.2
IV. DIP Funding												
56. Beginning Balance		-	-	611.2	611.2	1,146.0	1,351.4	1,351.4	1,451.0	1,462.1	1,462.1	1,462.1
57. Change in DIP		-	611.2	534.8	534.8	205.3	-	99.7	-	-	-	141.9
58. DIP Fees		-	-	-	-	-	-	-	-	-	-	-
59. DIP Interest Accrual (Weekly, 11.25%)		-	-	1.3	1.3	2.5	3.0	3.0	3.2	3.2	3.2	3.2
60. Ending DIP Balance		-	611.2	1,146.0	1,351.4	1,351.4	1,351.4	1,451.0	1,462.1	1,462.1	1,462.1	1,604.0
61. DIP Interest Payment (Cash, Monthly in Arrears)		-	-	-	-	-	-	-	-	-	-	-

9/17/2026

Cash Flow Forecast Through 1/1/2027									
2195 Harlem Road (Thruway Plaza, Cheektowaga)									
(USD in thousands (\$000))									
No.	Period	Actual	Week 24 Forecast 12/4/26	Week 25 Forecast 12/11/26	Week 26 Forecast 12/18/26	Week 27 Forecast 12/25/26	Week 28 Forecast 1/1/27	Sub Wk Ending Sep 18, 2026 1/1/27	
I. Net Cash Flow									
1.	Rent Income		165.8	-	-	-	165.8	663.1	-
2.	Resort & Lodging Income		-	-	-	-	-	-	-
3.	Interest Income		-	-	-	-	-	-	-
4.	Bad Debt		-	-	-	-	-	-	-
5.	Ancillary Income		6.4	-	-	-	6.4	25.6	-
6.	Reimbursement Income		40.4	-	-	-	40.4	161.6	-
7.	Shared Services		-	-	-	-	-	-	-
8.	Other Income		-	-	-	-	-	-	-
9.	Funding From DAMIS		-	-	-	-	-	-	-
10.	Total Receipts		212.6	-	-	-	212.6	850.3	-
11.	Cost of Goods Sold		-	-	-	-	-	-	-
12.	Payroll & Benefits		-	-	-	-	-	-	-
13.	Outside Labor		-	-	-	-	-	-	-
14.	Repairs & Maintenance		-	-	-	(101.5)	-	(263.0)	-
15.	Security		-	-	-	-	-	-	-
16.	Trash & Sanitation		-	-	-	(0.8)	-	(3.1)	-
17.	Management Fees		-	-	-	(8.0)	-	(31.9)	-
18.	Utilities		-	-	-	(29.2)	-	(108.4)	-
19.	Licenses, Fees & Permits		-	-	-	-	-	-	-
20.	Commissions & Fees		-	-	-	-	-	-	-
21.	Advertising & Marketing		-	-	-	-	-	-	-
22.	Insurance		-	-	-	-	-	-	-
23.	Office & G&A		(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(78.9)	-
24.	Legal & Professional		-	-	-	(7.1)	-	(1.1)	-
25.	Ground Rent		(43.3)	-	-	-	(43.3)	(28.5)	-
26.	Sales Tax Expense		-	-	-	(0.7)	-	(2.9)	-
27.	Real Estate Taxes		-	-	-	-	-	(271.0)	-
28.	Other Operating Expense		(3.0)	(3.0)	(3.0)	(3.0)	(3.0)	(48.0)	-
29.	Credit Card Reimbursement		-	-	-	-	-	-	-
30.	Asset Management Fee		-	-	-	(2.1)	-	(8.5)	-
31.	DAMIS-Seller Note		-	-	-	-	-	-	-
32.	Shared Services Agreement		(67.3)	-	-	-	-	(298.4)	-
33.	Operating Disbursements		(113.7)	(3.1)	(3.1)	(172.2)	(46.4)	(1,680.7)	-
34.	Capital Expenditures		-	-	-	(30.0)	-	(778.7)	-
35.	Interest Expense		(64.5)	-	-	-	(64.5)	(282.9)	-
36.	Principal Repayment		-	-	-	-	-	-	-
37.	Net Disbursements before Ch 11 Expenses		34.3	(3.1)	(3.1)	(3.1)	(202.2)	101.6	(1,872.0)
38.	Professional Fees		-	-	-	-	-	-	-
39.	U.S. Trustee Fees		-	-	-	-	-	-	-
40.	New Borrowing Fees		-	-	-	-	-	-	-
41.	Ch 11 Fees		-	-	-	-	-	-	-
42.	Net Disbursements		34.3	(3.1)	(3.1)	(3.1)	(202.2)	101.6	(1,872.0)
II. Cash Roll									
43.	Beginning Cash Balance		10.0	44.3	41.2	38.2	10.0	216.7	-
44.	Net Disbursements		34.3	(3.1)	(3.1)	(202.2)	101.6	(1,872.0)	-
45.	Change in Borrowings		-	-	-	174.0	-	1,766.9	-
46.	Ending Cash Balance		44.3	41.2	38.2	10.0	111.6	111.6	-
IV. Debt Summary									
53.	Beginning Balance		12,286.2	12,299.0	12,299.0	12,299.0	12,473.0	10,682.2	-
54.	Net New Borrowings		12.8	-	-	174.0	14.1	1,804.9	-
55.	Ending Debt Balance		12,299.0	12,299.0	12,299.0	12,473.0	12,487.1	12,487.1	-
V. DIP Funding									
56.	Beginning Balance		1,604.0	1,616.7	1,616.7	1,616.7	1,790.8	-	-
57.	Change in DIP		-	-	-	174.0	-	1,766.9	-
58.	DIP Fees		-	-	-	-	-	-	-
59.	DIP Interest Accrual (Weekly, 11.25%)		3.5	3.5	3.5	3.5	3.9	41.9	-
60.	Ending DIP Balance		1,616.7	1,616.7	1,616.7	1,790.8	1,804.9	1,804.9	-
61.	DIP Interest Payment (Cash, Monthly in Arrears)		12.8	-	-	-	14.1	38.0	-