UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Counsel to the DAMIS Debtors and Debtors in Possession

In re: DAMIS Holdings LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 26-16439 (CMG) (Jointly Administered) **Re: D.I. 152, 440 & 469**

NOTICE OF FILING OF PROPOSED THIRD INTERIM ORDERS WITH RESPECT TO CASH COLLATERAL MOTION

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

PLEASE TAKE NOTICE that, on June 24, 2026, DAMIS Holdings LLC and certain of its affiliates (collectively, the "DAMIS Debtors"), the debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases") filed the *DAMIS Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Putative Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [D.I. 152] (the "Motion") with the United States Bankruptcy Court for the District of New Jersey (the "Court").

PLEASE TAKE FURTHER NOTICE that, on July 15, 2026, the DAMIS Debtors filed the *Notice of Further Interim Hearing and of Final Hearing with Respect to Cash Collateral Motion* [D.I. 440] (the "Notice"), in which the DAMIS Debtors provided notice that, based on ongoing discussions with the Office of the United States Trustee, the DAMIS Debtors intend to request that further interim orders (the "Third Interim Orders") rather than final orders be considered by the Court at the hearing scheduled for **July 23, 2026, at 9:00 a.m. (ET)** before the Honorable Christine M. Gravelle, Chief Judge, in the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom 3, Trenton, New Jersey 08608 (the "Further Interim Hearing").

PLEASE TAKE FURTHER NOTICE that, at the Further Interim Hearing, the DAMIS Debtors intend to request the entry of further interim orders on the Motion, namely: (i) one with respect to DAMIS Holdings (the "DAMIS Holdings Third Interim Order"), (ii) one each with respect to the various putative prepetition secured parties with whom the DAMIS Debtors had negotiated interim orders (the "Lender-Specific Third Interim Orders"), and (iii) one with respect to putative secured parties with whom the DAMIS Debtors had not negotiated interim orders (the "Catch-All Third Interim Order"). A copy of the proposed DAMIS Holdings Third Interim Order is attached hereto as **Exhibit A-1**, with a blackline of this order showing changes from DAMIS Holdings second interim cash collateral order [D.I. 421] attached hereto as **Exhibit A-2** for ease of reference. A copy of the proposed form of generic final cash collateral order for other DAMIS Debtors (on which the Lender-Specific Third Interim Orders and the Catch-All Third Interim Order are expected to be based) is attached hereto as **Exhibit B-1**, with a blackline of this order showing changes from the form of order included as Exhibit B-1 to the *Omnibus Notice of (I) Entry of Interim Cash Collateral Orders and Further Interim Hearing Theron and (II) Filing of Forms of Proposed Second Interim Cash Collateral Order* [D.I. 321] attached hereto as **Exhibit B-2** for ease of reference.

PLEASE TAKE FURTHER NOTICE that, in the Notice, the DAMIS Debtors stated that the further interim budgets (the "Third Interim Budgets") would cover the period through and including August 14, 2026. **Based on further analysis, the DAMIS Debtors intend to request that the Court approve, pursuant to the Third Interim Orders, the DAMIS Debtors' continued interim cash collateral usage through and including August 17, 2026. For the avoidance of doubt, to the extent any of the Third Interim Budgets reference a period after August 17, 2026, the relief the DAMIS Debtors will request be granted by the Court pursuant to the Third Interim Orders shall be limited to the period ending on August 17, 2026.**

PLEASE TAKE FURTHER NOTICE that, on July 6, 2026, the DAMIS Debtors filed the proposed Third Interim Budgets [D.I. 469].

PLEASE TAKE FURTHER NOTICE that, as set forth in the Notice, the Further Interim Hearing shall be held on **July 23, 2026, at 9:00 a.m. (ET)** before the Honorable Christine M. Gravelle, Chief Judge, in the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom 3, Trenton, New Jersey 08608.

PLEASE TAKE FURTHER NOTICE that, as further set forth in the Notice, a hearing to consider final approval of the relief requested in the Motion, and entry of final orders with respect thereto, shall be held on **August 12, 2026, at 10:00 a.m. (ET)** before the Honorable Christine M. Gravelle, Chief Judge, in the United States Bankruptcy Court for the District of New Jersey, 402 East State Street, Courtroom 3, Trenton, New Jersey 08608.

PLEASE TAKE FURTHER NOTICE that copies of this Notice, the Motion, and all other documents filed in the Chapter 11 Cases may be obtained by parties in interest free of charge on the dedicated webpage related to these Chapter 11 Cases maintained by the claims and noticing agent in these cases, https://restructuring.ra.kroll.com/DAMIS/Home-Index. Copies of such documents are also available for inspection during regular business hours at the Clerk of the Bankruptcy Court, 402 East State Street, Trenton, New Jersey 08608, and may be viewed for a fee through PACER (Public Access to Court Electronic Records) at www.pacer.gov.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE FURTHER INTERIM APPROVAL OF THE CASH COLLATERAL MOTION ARE TIMELY RAISED, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN CONNECTION WITH THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: Florham Park, New Jersey
July 16, 2026

FAEGRE DRINKER BIDDLE & REATH LLP

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EXHIBIT A-1

Proposed DAMIS Holdings Third Interim Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Counsel to the DAMIS Debtors and Debtors in Possession

In re: DAMIS Holdings LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 26-16439 (CMG) (Jointly Administered)

THIRD INTERIM ORDER (I) AUTHORIZING DAMIS HOLDINGS LLC TO USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO PUTATIVE SECURED PARTIES; (III) MODIFYING THE AUTOMATIC STAY; (IV) SCHEDULING A FINAL HEARING; AND (V) GRANTING RELATED RELIEF

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

The relief set forth on the following pages, numbered three (3) through seventeen (17), is hereby **ORDERED**.

Upon the *DAMIS Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Putative Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Motion") of the above-captioned debtor and debtors in possession (the "DAMIS Debtors," and each, a "DAMIS Debtor"), for entry of interim and final orders pursuant to Bankruptcy Code sections 105(a), 361, 363(c)(2), 506(c), and 552(b), Bankruptcy Rules 2002, 4001, 6003, and 6004, and Local Rules 4001-3 and 9013-5, (a) authorizing the DAMIS Debtors to use Cash Collateral (as defined below) in accordance with the budget attached hereto as **Exhibit 1** (the "Budget") through the Trigger Date (as defined herein); (b) granting adequate protection to putative prepetition secured parties; (c) modifying the automatic stay; (d) scheduling a final hearing; and (e) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and the Court having previously entered interim orders concerning the Motion [Docket No. 259 & 458] (the "Prior Interim Orders"); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the DAMIS Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at one or more hearings before this Court (collectively, the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. **Petition.** The DAMIS Debtors each filed their petitions under chapter 11 of the Bankruptcy Code on June 4, 2026 (the "Petition Date") and are presently operating as debtors in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. No trustee, or examiner, or official committee (a "Committee") has been appointed in these chapter 11 cases.

B. **Notice.** Notice of the Motion, the Prior Interim Orders, and of the further interim hearing on the DAMIS Debtors' use of cash collateral has been served consistent with the notice and hearing provisions pursuant to section 102(1) of the Bankruptcy Code and Bankruptcy Rule 4001(b), which notice is appropriate in the particular circumstances and sufficient for all purposes under the Bankruptcy Code and the applicable Federal and Local Rules of Bankruptcy Procedure with respect to the relief requested.

C. **Need to Use Cash Collateral.** The DAMIS Debtors' cash and cash equivalents on hand as of the Petition Date, as well as any received by the DAMIS Debtors post-petition (collectively, the "Cash Collateral"), may constitute "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code, insofar as putative secured parties may have an interest therein. The DAMIS Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maintain the going-concern value of the DAMIS Debtors, absent which immediate and irreparable harm will result to the DAMIS Debtors, their estates, and their creditors. The preservation and maintenance of the DAMIS Debtors' assets and business is necessary to maximize value. Absent the DAMIS Debtors' ability to use Cash Collateral, the DAMIS Debtors would not have sufficient available sources of working capital or financing and would be unable to pay their operating expenses or maintain their assets, to the severe detriment of their estates, creditors and members. Accordingly, the relief requested in the Motion and the terms herein are (i) critical to the DAMIS Debtors' ability to maximize the value of these chapter 11 estates, and (ii) necessary, essential, and appropriate to avoid immediate and irreparable harm to the DAMIS Debtors, their creditors, and their assets, remaining business, goodwill, and reputation.

D. **Good Cause.** Good cause has been shown for entry of this Third Interim Order, and the entry of this Third Interim Order is in the best interests of the DAMIS Debtors and their estates and creditors. Among other things, the relief granted herein will minimize disruption of the DAMIS Debtors' business and permit the DAMIS Debtors to preserve and maintain the going-concern value of the DAMIS Debtors. The terms of the DAMIS Debtors' use of Cash Collateral and proposed adequate protection arrangements, as set forth in this Third Interim Order, are fair and reasonable under the circumstances, and reflect the DAMIS Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

E. **Budget.** The Budget attached as **Exhibit 1** hereto is a forecast of cash receipts and disbursements setting forth on a line-item basis the Applicable Debtor's (as defined herein) anticipated cumulative cash receipts and expenditures on a weekly basis and all necessary and required cumulative expenses that the Applicable Debtor expects to incur during each weekly period under the Budget. The Budget is an integral part of this Third Interim Order. The Applicable

Debtor does not presently anticipate that it will incur expenses during the period prior to the Trigger Date (as defined herein) other than, or in excess of, those identified in the Budget.

F. **The Prepetition Secured Parties.** The prepetition secured parties with respect to the use of Cash Collateral pursuant to this Third Interim Order are First Technology Federal Credit Union, Bank of New Hampshire ("BNH"), Mizzen Capital, LP ("Mizzen I"), Mizzen Capital II, LP ("Mizzen II"), and Mizzen Management, LLC ("Mizzen Management," and together with Mizzen I and Mizzen II, "Mizzen") (collectively, the "Prepetition Secured Parties," and each, a "Prepetition Secured Party").

G. **The Prepetition Secured Debt.** Based upon the DAMIS Debtors' preliminary review of their books and records, and relevant public filings, the debts owed to the Prepetition Secured Parties by DAMIS Holdings LLC (the "Applicable Debtor") as of the Petition Date, and the security for such debts as of the Petition Date (collectively, the "Prepetition Collateral"), are as described below:

(i) First Technology Federal Credit Union. All amounts owed pursuant to (a) that certain Guaranty of Payment and Performance dated as of August 2, 2023, made by the Applicable Debtor in favor of First Technology Federal Credit Union, (b) that certain Guaranty of Payment and Performance dated as of July 1, 2022, made by the Applicable Debtor in favor of First Technology Federal Credit Union, and (c) that certain Guaranty of Payment and Performance dated as of November 8, 2022, made by the Applicable Debtor in favor of First Technology Federal

Credit Union, which indebtedness may be secured by security interests in, or rights of setoff against, certain assets of the Applicable Debtor;

(ii) Bank of New Hampshire. All amounts owed pursuant to, or arising under or in connection with any guaranty, pledge or security interest granted by the Applicable Debtor in favor of BNH, including, without limitation (a) that certain Unconditional Continuing Guaranty dated as of June 27, 2024, made by the Applicable Debtor in favor of BNH with respect to the $11,000,000 loan made to 2195 Harlem Road Leasing LLC and 2195 Harlem Road Real Estate LLC; (b) that certain Unconditional Continuing Guaranty dated as of December 14, 2021, made by the Applicable Debtor in favor of BNH with respect to the $27,000,000 loan made to the following SIMAD Debtors: Belgrade Lakes Summer Camps LLC, Iafalandco, LLC, Poland Landco LLC, Washington Lake, LLC, Waukeela Landco LLC, Wekeeland LLC and WM Land, LLC (the "BNH Borrowers"), together with that certain Security Agreement dated as of December 14, 2021, made by the Applicable Debtor in favor of BNH; (c) that certain Unconditional Continuing Guaranty dated as of July 21, 2023, made by the Applicable Debtor in favor of BNH with respect to the $6,000,000 loan made to the BNH Borrowers, together with that certain Security Agreement dated as of July 21, 2023, made by the Applicable Debtor in favor of BNH, which Security Agreement secures obligations under the July 21, 2023 Loan Documents; and (d) those certain Pledge of Membership Interest and Security Agreements made by, among others, the Applicable Debtor, as pledgor, for the benefit of BNH with respect to membership interests in the

BNH Borrowers, which indebtedness may be secured by security interests in, or rights of setoff against, certain assets of the Applicable Debtor; and

(iii) Mizzen. All amounts owed pursuant to that certain Senior Subordinated Note Purchase Agreement, dated as of August 15, 2025, by and among Rocking Horse Ranch Landco LLC and Rocking Horse Ranch Operatingco LLC, as borrowers, the Shabsels Brothers, SIMAD Holdings LLC, DAMIS Holdings, LLC, various other SIMAD Debtors, Non-Debtor Affiliates, and DAMIS Debtors, including Splashdown Beach Operatingco LLC, Splashdown Beach Landco LLC, and SIMAD Ventures LLC, as guarantors, Mizzen Management, as agent, and Mizzen I and Mizzen II, as purchasers, together with all promissory notes and other related documents (the "Rocking Horse NPA"), secured by, among other things, liens on all assets of the Applicable Debtor pursuant to a Security Agreement, dated as of August 15, 2025, in favor of Mizzen Management (in its capacity as administrative and collateral agent), as secured party.

The DAMIS Debtors do not stipulate to any of the facts concerning the foregoing debt or the transactions referenced in the related loan and security documents, including whether the documents were properly entered into, authorized, are effective, whether the loan was funded, or otherwise, and reserve all rights with respect thereto.

H. **Adequate Protection for the Prepetition Secured Parties.** The Prepetition Secured Parties may be entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any decrease in the value of their respective interests in their prepetition collateral (including Cash Collateral) resulting from the automatic stay or from the

Applicable Debtor's use of Cash Collateral. As "adequate protection" under the requirements of the Bankruptcy Code, the Prepetition Secured Parties shall receive the Adequate Protection (as defined herein), and such Adequate Protection currently adequately protects the Prepetition Secured Parties. The Adequate Protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED on an interim basis in accordance with Bankruptcy Rule 4001(c)(2) to the extent provided in this Third Interim Order. All objections to the Motion, to the extent not withdrawn or resolved, are overruled on their merits as to the relief granted in this Third Interim Order.

2. **Authorization to Use Cash Collateral; Budget.**

(a) Subject to the terms and conditions of this Third Interim Order, the Applicable Debtor is authorized, but not directed, on an interim basis, to use the Cash Collateral of the Applicable Debtor to satisfy the fees, costs, and expenses provided for, and up to the amounts set forth, in the Budget (as may be extended by agreement of the Prepetition Secured Parties as set forth below, and subject to the Permitted Variance (as defined herein), terminating upon the date that is the earliest of (i) August 17 (as may be extended pursuant to subparagraph (c) below), (ii) the effective date of a chapter 11 plan in these chapter 11 cases, or (iii) the conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code (such date, the "Trigger Date").

(b) Not later than 5:00 p.m. (Eastern time) on the Friday of each week commencing on July 31, 2026, the Applicable Debtor shall furnish to the Prepetition Secured Parties and any Committees a weekly report (the "Budget Compliance Report") that sets forth two Sundays prior to the current week,[2] on a weekly basis from the Petition Date (each such period referred to herein as a "Measurement Period"), the actual results for each line item set forth in each respective Budget (including on a debtor-by-debtor basis). The Applicable Debtor hereby covenants and agrees that the actual results comprising each line item of disbursements set forth in each Budget from the Petition Date through the conclusion of any Measurement Period shall not vary by more than fifteen percent (15%) of the amount projected in the line item of each Budget for such Measurement Period (in each case, a "Permitted Variance"), in each case without the written consent of the Prepetition Secured Parties (which consent, for the avoidance of doubt, may be transmitted via email).

(c) Prior to the entry of a final order with respect to the Cash Collateral that is subject to this Third Interim Order (the "Final Order"), the Budget may be amended or extended (or both) from time to time by agreement of the DAMIS Debtors and the Prepetition Secured Parties without need for further notice, hearing, or entry of a supplemental order, subject to compliance with the process set forth in this paragraph and upon review of any statutory Committees. The DAMIS Debtors may propose any such amendment or extension by presenting

[2] For illustration, the Budget Compliance Report on July 31, 2026, will be as of July 19, 2026

a revised Budget to the Prepetition Secured Parties via email, and each Prepetition Secured Party may convey its approval or disapproval of the revised Budget via reply email, *provided* that the revised Budget will be deemed approved by any Prepetition Secured Party unless such Prepetition Secured Party notifies the DAMIS Debtors of its disapproval of the revised Budget within three (3) business days after receipt. The DAMIS Debtors shall also provide notice of any proposed revised Budget via email to the United States Trustee and any statutory committee appointed in these Chapter 11 Cases, who will have three (3) business days after receipt to object. For the avoidance of doubt, the notice provided to the United States Trustee and Committee under this paragraph may be, but is not required to be, concurrent with the notice provided to the Prepetition Secured Parties.

3. **Adequate Protection.**

(a) As adequate protection for any post-petition diminution in value of the Prepetition Secured Parties' respective interests in any Prepetition Collateral (any "Diminution in Value")—and, for the avoidance of doubt, only to the extent that such interests in Prepetition Collateral are valid, enforceable and non-avoidable—each of the Prepetition Secured Parties shall receive the following (collectively, the "Adequate Protection"):

(i) Solely to the extent of any Diminution in Value caused by the Applicable Debtor's use of Cash Collateral, the Prepetition Secured Parties are granted a replacement perfected security interest pursuant to 11 U.S.C. § 361(2) (the "Adequate Protection Liens") on all property of the Applicable Debtor, whether now owned or hereafter acquired or existing and wherever located, that would constitute Prepetition Collateral of such Prepetition Secured Party, subject to (A) the Carve-Out (as defined below), and (B) all valid, enforceable and non-avoidable liens and security interests in such property that were perfected prior to the Petition Date (or perfected thereafter to the extent permitted by section 546(c) of the Bankruptcy Code), which are not subject to avoidance, disallowance, or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law and which are senior to such Prepetition Secured Party's liens in such Prepetition Collateral as of the Petition Date; *provided*, *however*, that Adequate Protection Liens shall not attach to causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof; and

(ii) Solely to the extent of any Diminution in Value caused by the Applicable Debtor's use of Cash Collateral, the Prepetition Secured Parties are granted a superpriority administrative expense claim as provided in section 507(b) of the Bankruptcy Code against the Applicable Debtor; *provided*, *however*, that such superpriority administrative expense claim is subordinate to the Carve-Out; *and provided*, *further*, that until entry of the Final Order, such superpriority administrative expense claim shall not be paid out of proceeds of causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof.

(b) For the avoidance of doubt, nothing in this Third Interim Order shall constitute a finding by the Court with respect to the existence, validity, or enforceability of any prepetition arrangement between any Prepetition Secured Party and any DAMIS Debtor, that any Prepetition Secured Party has any valid claims against any DAMIS Debtor, or that any Prepetition

Secured Party has a valid lien on the Cash Collateral or any of the other assets of any DAMIS Debtor. The DAMIS Debtors reserve all rights concerning the same, and nothing herein shall prevent the DAMIS Debtors or any statutory Committee from challenging the validity, extent, and priority of any of the alleged claims and liens of the Prepetition Secured Parties. In the event a Prepetition Secured Party's alleged lien on Cash Collateral is determined to be invalid, then the Adequate Protection provided hereunder to such Prepetition Secured Party shall be null and void.

4. **Postpetition Lien Perfection.** This Third Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the First Priority Adequate Protection Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, security agreement, notice of lien, or other instrument or document that may otherwise be required under the law of any jurisdiction, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the Adequate Protection Liens or entitle the Adequate Protection Liens to the priorities granted herein.

5. **Carve-Out.** The prepetition liens and security interests of the Prepetition Secured Parties, as well as the Adequate Protection Liens and superpriority claims granted in this Third Interim Order, shall be subject to and subordinate to a carve-out (the "Carve-Out") equal to the sum of: (i) the amount of fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate ("U.S. Trustee Fees"), and (ii) the allowed fees and expenses incurred by any professionals retained by the DAMIS Debtors and any Committee under sections

327, 328, 363 or 1103 of the Bankruptcy Code (the "Professionals") up through and including the Trigger Date, up to the amounts set forth in the Budget. In no way shall the Carve-Out be construed as a cap or limitation on the amount of Court fees, U.S. Trustee Fees, or fees and expenses of Professionals that may be payable by the DAMIS Debtors.

6. **Professional Fee Escrow; Professional Fee Reserve Account.**

(a) As set forth in the Prior Interim Orders, DAMIS Holdings is authorized and permitted to establish a Professional Fee Escrow (as defined in the Prior Interim Orders) for the benefit of the Professionals.

(b) As an alternative to the establishment of a Professional Fee Escrow, DAMIS Holdings is authorized to create a segregated deposit account (or designate an existing deposit account) to be used solely for the funding and payment of fees and expenses of Professionals in accordance with the Budget and any applicable orders of this Court regarding the compensation and reimbursement of expenses of the Professionals (such account, the "Professional Fee Reserve Account"). Any funds in the Professional Fee Reserve Account shall be deemed held *in custodia legis* for the benefit of the Professionals and shall *not* (i) constitute money of the estate subject to 11 U.S.C. § 345(b), or (ii) be subject to any liens, claims, or security interests of the Prepetition Secured Parties or any other party. Upon the final resolution and payment in full of all allowed fees and expenses of Professionals, any remaining balance in the Professional Fee Reserve Account shall revert to DAMIS Holdings and be transferred to its general operating account.

7. **Automatic Stay.** The automatic stay imposed under section 362(a) of the Bankruptcy Code shall be, and hereby is, modified solely to the extent necessary to implement and effectuate the terms and conditions of this Third Interim Order.

8. **Enforceability.** This Third Interim Order shall take effect and be fully enforceable immediately upon its entry. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Third Interim Order.

9. **Headings.** The headings in this Third Interim Order are for purposes of reference only and shall not limited or otherwise affect the meaning of this Third Interim Order.

10. **Final Hearing.** The Final Hearing on the Motion with respect to the Cash Collateral that is subject to this Third Interim Order is scheduled for August 12, 2026, at 10:00 a.m. (ET) before this Court (the "Final Hearing"). The DAMIS Debtors shall file any proposed Final Order with respect to the Cash Collateral that is subject to this Third Interim Order and serve it upon (i) the Prepetition Secured Parties; (ii) counsel to any statutory committees appointed in these Chapter 11 Cases or, if none has been appointed, to each of the DAMIS Debtors' fifty (50) largest unsecured creditors, not including insiders; (iii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov); and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case no later than August 3, 2026, at 4:00 p.m. (ET). Any party in interest objecting to the relief sought in the Motion on a final basis shall file and serve a written objection, which objection shall be served upon (i) proposed counsel to the

DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, 600 Florham Park, New Jersey 07932, Attn: Michael Pompeo (michael.pompeo@faegredrinker.com), and 222 Delaware Ave., Suite 1410, Wilmington, DE 19801, Attn: Patrick Jackson (patrick.jackson@faegredrinker.com), Ian Bambrick (ian.bambrick@faegredrinker.com), and Sarah Silveira (sarah.silveira@faegredrinker.com), (ii) counsel to any statutory committees appointed in these Chapter 11 Cases or, if none has been appointed, to each of the DAMIS Debtors' fifty (50) largest unsecured creditors, not including insiders; (iii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov); and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case no later than August 5, 2026, at 4:00 p.m. (ET). If no objections are timely filed, this Court may grant the relief sought by the DAMIS Debtors in the Motion, and enter a Final Order with respect to the Cash Collateral that is subject to this Third Interim Order, without further notice or a hearing. The DAMIS Debtors shall file a notice of the Final Hearing within two business days after entry of this Third Interim Order.

11. **Retention of Jurisdiction.** This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Third Interim Order.

EXHIBIT 1

Budget

EXHIBIT A-2

Blackline of Proposed DAMIS Holdings Third Interim Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Counsel to the DAMIS Debtors and Debtors in Possession

In re:	Chapter 11
DAMIS Holdings LLC, *et al.*,[1]	Case No. 26-16439 (CMG)
Debtors.	(Jointly Administered)

~~SECOND~~THIRD INTERIM ORDER (I) AUTHORIZING DAMIS HOLDINGS LLC TO USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO PUTATIVE SECURED PARTIES; (III) MODIFYING THE AUTOMATIC

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

STAY; (IV) SCHEDULING A FINAL HEARING; AND
(V) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered three (3) through ~~sixteen~~seventeen (~~16~~17), is hereby **ORDERED**.

Upon the *DAMIS Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Putative Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Motion") of the above-captioned debtor and debtors in possession (the "DAMIS Debtors," and each, a "DAMIS Debtor"), for entry of interim and final orders pursuant to Bankruptcy Code sections 105(a), 361, 363(c)(2), 506(c), and 552(b), Bankruptcy Rules 2002, 4001, 6003, and 6004, and Local Rules 4001-3 and 9013-5, (a) authorizing the DAMIS Debtors to use Cash Collateral (as defined below) in accordance with the budget attached hereto as **Exhibit 1** (the "Budget") through the Trigger Date (as defined herein); (b) granting adequate protection to putative prepetition secured parties; (c) modifying the automatic stay; (d) scheduling a final hearing; and (e) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and the Court having previously entered ~~an~~ interim orders concerning the Motion [Docket No. 259 & 458] (the "Prior Interim Orders"); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the DAMIS Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at one or more hearings before this Court (collectively, the "Hearing"); and this Court having determined that the legal and factual bases set forth in the

Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. **Petition.** The DAMIS Debtors each filed their petitions under chapter 11 of the Bankruptcy Code on June 4, 2026 (the "Petition Date") and are presently operating as debtors in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. No trustee, or examiner, or official committee ~~of unsecured creditors~~ (a "Committee") has been appointed in these chapter 11 cases.

B. **Notice.** Notice of the Motion, the Prior Interim Orders, and of the further interim hearing on the DAMIS Debtors' use of cash collateral has been served consistent with the notice and hearing provisions pursuant to section 102(1) of the Bankruptcy Code and Bankruptcy Rule 4001(b), which notice is appropriate in the particular circumstances and sufficient for all purposes under the Bankruptcy Code and the applicable Federal and Local Rules of Bankruptcy Procedure with respect to the relief requested.

C. **Need to Use Cash Collateral.** The DAMIS Debtors' cash and cash equivalents on hand as of the Petition Date, as well as any received by the DAMIS Debtors post-petition (collectively, the "Cash Collateral"), may constitute "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code, insofar as putative secured parties may have an interest therein. The DAMIS Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maintain the going-concern value of the DAMIS Debtors, absent which immediate and irreparable harm will result to the DAMIS Debtors, their estates, and their creditors. The preservation and maintenance of the DAMIS Debtors' assets and business is necessary to maximize value. Absent the DAMIS Debtors' ability to use Cash Collateral, the DAMIS Debtors would not have sufficient available sources of working capital or financing and would be unable to pay their operating expenses or maintain their assets, to the severe detriment of their estates, creditors and members. Accordingly, the relief requested in the Motion and the terms herein are (i) critical to the DAMIS Debtors' ability to maximize the value of these chapter 11 estates, and (ii) necessary, essential, and appropriate to avoid immediate and irreparable harm to the DAMIS Debtors, their creditors, and their assets, remaining business, goodwill, and reputation.

D. **Good Cause.** Good cause has been shown for entry of this ~~Second~~Third Interim Order, and the entry of ~~Second~~this Third Interim Order is in the best interests of the DAMIS Debtors and their estates and creditors. Among other things, the relief granted herein will minimize disruption of the DAMIS Debtors' business and permit the DAMIS Debtors to preserve and maintain the going-concern value of the DAMIS Debtors. The terms of the DAMIS Debtors' use of Cash Collateral and proposed adequate protection arrangements, as set forth in this ~~Second~~Third Interim Order, are fair and reasonable under the circumstances, and reflect the DAMIS Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

E. **Budget.** The Budget attached as **Exhibit 1** hereto is a forecast of cash receipts and disbursements setting forth on a line-item basis the Applicable Debtor's (as defined herein) anticipated cumulative cash receipts and expenditures on a weekly basis and all necessary and required cumulative expenses that the Applicable Debtor expects to incur during each weekly period under the Budget. The Budget is an integral part of this ~~Second~~Third Interim Order. The Applicable Debtor does not presently anticipate that it will incur expenses during the period ~~covered by the Budget~~prior to the Trigger Date (as defined herein) other than, or in excess of, those identified in the Budget.

F. **The Prepetition Secured Parties.** The prepetition secured parties with respect to the use of Cash Collateral pursuant to this ~~Second~~Third Interim Order are First Technology Federal Credit Union, Bank of New Hampshire ("BNH"), Mizzen Capital, LP ("Mizzen I"), Mizzen Capital II, LP ("Mizzen II"), and Mizzen Management, LLC ("Mizzen Management," and together with Mizzen I and Mizzen II, "Mizzen") (collectively, the "Prepetition Secured Parties," and each, a "Prepetition Secured Party").

G. **The Prepetition Secured Debt.** Based upon the DAMIS Debtors' preliminary review of their books and records, and relevant public filings, the debts owed to the Prepetition Secured Parties by DAMIS Holdings LLC (the "Applicable Debtor") as of the Petition Date, and the security for such debts as of the Petition Date (collectively, the "Prepetition Collateral"), are as described below:

(i) First Technology Federal Credit Union. All amounts owed pursuant to (a) that certain Guaranty of Payment and Performance dated as of August 2, 2023, made by the Applicable Debtor in favor of First Technology Federal Credit Union, (b) that certain Guaranty of Payment and Performance dated as of July 1, 2022, made by the Applicable Debtor in favor of First Technology Federal Credit Union, and (c) that certain Guaranty of Payment and Performance dated as of November 8, 2022, made by the Applicable Debtor in favor of First Technology Federal Credit Union, which indebtedness may be secured by security interests in, or rights of setoff against, certain assets of the Applicable Debtor;

(ii) Bank of New Hampshire. All amounts owed pursuant to, or arising under or in connection with any guaranty, pledge or security interest granted by the Applicable Debtor in favor of BNH, including, without limitation (a) that certain Unconditional Continuing Guaranty dated as of June 27, 2024, made by the Applicable Debtor in favor of BNH with respect to the $11,000,000 loan made to 2195 Harlem Road Leasing LLC and 2195 Harlem Road Real Estate LLC; (b) that certain Unconditional Continuing Guaranty dated as of December 14, 2021, made by the Applicable Debtor in favor of BNH with respect to the $27,000,000 loan made to the following SIMAD Debtors: Belgrade Lakes Summer Camps LLC, Iafalandco, LLC, Poland Landco LLC, Washington Lake, LLC, Waukeela Landco LLC, Wekeeland LLC and WM

Land, LLC (the "BNH Borrowers"), together with that certain Security Agreement dated as of December 14, 2021, made by the Applicable Debtor in favor of BNH; (c) that certain Unconditional Continuing Guaranty dated as of July 21, 2023, made by the Applicable Debtor in favor of BNH with respect to the $6,000,000 loan made to the BNH Borrowers, together with that certain Security Agreement dated as of July 21, 2023, made by the Applicable Debtor in favor of BNH, which Security Agreement secures obligations under the July 21, 2023 Loan Documents; and (d) those certain Pledge of Membership Interest and Security Agreements made by, among others, the Applicable Debtor, as pledgor, for the benefit of BNH with respect to membership interests in the BNH Borrowers, which indebtedness may be secured by security interests in, or rights of setoff against, certain assets of the Applicable Debtor; and

(iii) Mizzen. All amounts owed pursuant to that certain Senior Subordinated Note Purchase Agreement, dated as of August 15, 2025, by and among Rocking Horse Ranch Landco LLC and Rocking Horse Ranch Operatingco LLC, as borrowers, the Shabsels Brothers, SIMAD Holdings LLC, DAMIS Holdings, LLC, various other SIMAD Debtors, Non-Debtor Affiliates, and DAMIS Debtors, including Splashdown Beach Operatingco LLC, Splashdown Beach Landco LLC, and SIMAD Ventures LLC, as guarantors, Mizzen Management, as agent, and Mizzen I and Mizzen II, as purchasers, together with all promissory notes and other related documents (the "Rocking Horse NPA"), secured by, among other things, liens on all assets of the

Applicable Debtor pursuant to a Security Agreement, dated as of August 15, 2025, in favor of Mizzen Management (in its capacity as administrative and collateral agent), as secured party. The DAMIS Debtors do not stipulate to any of the facts concerning the foregoing debt or the transactions referenced in the related loan and security documents, including whether the documents were properly entered into, authorized, are effective, whether the loan was funded, or otherwise, and reserve all rights with respect thereto.

H. **Adequate Protection for the Prepetition Secured Parties.** The Prepetition Secured Parties may be entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any decrease in the value of their respective interests in their prepetition collateral (including Cash Collateral) resulting from the automatic stay or from the Applicable Debtor's use of Cash Collateral. As "adequate protection" under the requirements of the Bankruptcy Code, the Prepetition Secured Parties shall receive the Adequate Protection (as defined herein), and such Adequate Protection currently adequately protects the Prepetition Secured Parties. The Adequate Protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED on an interim basis in accordance with Bankruptcy Rule 4001(c)(2) to the extent provided in this ~~Second~~Third Interim Order. All objections to the

Motion, to the extent not withdrawn or resolved, are overruled on their merits as to the relief granted in this ~~Second~~Third Interim Order.

2. **Authorization to Use Cash Collateral; Budget.**

(a) Subject to the terms and conditions of this ~~Second~~Third Interim Order, the Applicable Debtor is authorized, but not directed, on an interim basis, to use the Cash Collateral of the Applicable Debtor to satisfy the fees, costs, and expenses provided for, and up to the amounts set forth, in the Budget (as may be extended by agreement of the Prepetition Secured Parties as set forth below, and subject to the Permitted Variance (as defined herein), terminating upon the date that is the earliest of (i) ~~thirteen weeks from the entry of this Second Interim Order~~August 17 (as may be extended pursuant to subparagraph (c) below), (ii) the effective date of a chapter 11 plan in these chapter 11 cases, or (iii) the conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code (such date, the "Trigger Date").

(b) Not later than 5:00 p.m. (Eastern time) on the ~~Thursday~~Friday of each week commencing on July ~~16~~31, 2026, the Applicable Debtor shall furnish to the Prepetition Secured Parties and any ~~statutory c~~Committees ~~appointed in these Chapter 11 Cases~~ a weekly report (the "Budget Compliance Report") that sets forth ~~as of the preceding Sunday of each~~two Sundays prior to the current week,[2] on a weekly basis from the Petition Date (each such period referred to herein as a "Measurement Period"), the actual results for each line item set forth in

[2] For illustration, the Budget Compliance Report on July 31, 2026, will be as of July 19, 2026

each respective Budget (including on a debtor-by-debtor basis). The Applicable Debtor hereby covenants and agrees that the actual results comprising each line item of disbursements set forth in each Budget from the Petition Date through the conclusion of any Measurement Period shall not vary by more than fifteen percent (15%) of the amount projected in the line item of each Budget for such Measurement Period (in each case, a "Permitted Variance"), in each case without the written consent of the Prepetition Secured Parties (which consent, for the avoidance of doubt, may be transmitted via email).

(c) Prior to the entry of a final order with respect to the Cash Collateral that is subject to this ~~Second~~Third Interim Order (the "Final Order"), the Budget may be amended or extended (or both) from time to time by agreement of the DAMIS Debtors and the Prepetition Secured Parties without need for further notice, hearing, or entry of a supplemental order, subject to compliance with the process set forth in this paragraph and upon review of any statutory ~~c~~Committees~~ appointed in these Chapter 11 Cases~~. The DAMIS Debtors may propose any such amendment or extension by presenting a revised Budget to the Prepetition Secured Parties via email, and each Prepetition Secured Party may convey its approval or disapproval of the revised Budget via reply email, *provided* that the revised Budget will be deemed approved by any Prepetition Secured Party unless such Prepetition Secured Party notifies the DAMIS Debtors of its disapproval of the revised Budget within three (3) business days after receipt. The DAMIS Debtors shall also provide notice of any proposed revised Budget via email to the United States

Trustee and any statutory committee appointed in these Chapter 11 Cases, who will have three (3) business days after receipt to object. For the avoidance of doubt, the notice provided to the United States Trustee and Committee under this paragraph may be, but is not required to be, concurrent with the notice provided to the Prepetition Secured Parties.

3. **Adequate Protection.**

(a) As adequate protection for any post-petition diminution in value of the Prepetition Secured Parties' respective interests in any Prepetition Collateral (any "Diminution in Value")—and, for the avoidance of doubt, only to the extent that such interests in Prepetition Collateral are valid, enforceable and non-avoidable—each of the Prepetition Secured Parties shall receive the following (collectively, the "Adequate Protection"):

(i) Solely to the extent of any Diminution in Value caused by the Applicable Debtor's use of Cash Collateral, the Prepetition Secured Parties are granted a replacement perfected security interest pursuant to 11 U.S.C. § 361(2) (the "Adequate Protection Liens") on all property of the Applicable Debtor, whether now owned or hereafter acquired or existing and wherever located, that would constitute Prepetition Collateral of such Prepetition Secured Party, subject to (A) the Carve-Out (as defined below), and (B) all valid, enforceable and non-avoidable liens and security interests in such property that were perfected prior to the Petition Date (or perfected thereafter to the extent permitted by section 546(c) of the Bankruptcy Code), which are not subject to avoidance, disallowance, or subordination pursuant to the

Bankruptcy Code or applicable nonbankruptcy law and which are senior to such Prepetition Secured Party's liens in such Prepetition Collateral as of the Petition Date; *provided*, *however*, that Adequate Protection Liens shall not attach to causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof; and

(ii) Solely to the extent of any Diminution in Value caused by the Applicable Debtor's use of Cash Collateral, the Prepetition Secured Parties are granted a superpriority administrative expense claim as provided in section 507(b) of the Bankruptcy Code against the Applicable Debtor; *provided*, *however*, that such superpriority administrative expense claim is subordinate to the Carve-Out; *and provided*, *further*, that until entry of the Final Order, such superpriority administrative expense claim shall not be paid out of proceeds of causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof.

(b) For the avoidance of doubt, nothing in this ~~Second~~Third Interim Order shall constitute a finding by the Court with respect to the existence, validity, or enforceability of any prepetition arrangement between any Prepetition Secured Party and any DAMIS Debtor, that any Prepetition Secured Party has any valid claims against any DAMIS Debtor, or that any Prepetition Secured Party has a valid lien on the Cash Collateral or any of the other assets of any DAMIS Debtor. The DAMIS Debtors reserve all rights concerning the same, and nothing herein shall prevent the DAMIS Debtors or any statutory ~~c~~Committee ~~appointed in these Chapter 11 Cases~~ from challenging the validity, extent, and priority of any of the alleged claims and liens of the Prepetition Secured Parties. In the event a Prepetition Secured Party's alleged lien on Cash Collateral is determined to be invalid, then the Adequate Protection provided hereunder to such Prepetition Secured Party shall be null and void.

4. **Postpetition Lien Perfection.** This ~~Second~~Third Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the First Priority Adequate Protection Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, security agreement, notice of lien, or other instrument or document that may otherwise be required under the law of any jurisdiction, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the Adequate Protection Liens or entitle the Adequate Protection Liens to the priorities granted herein.

5. **Carve-Out.** The prepetition liens and security interests of the Prepetition Secured Parties, as well as the Adequate Protection Liens and superpriority claims granted in this ~~Second~~Third Interim Order, shall be subject to and subordinate to a carve-out (the "Carve-Out") equal to the sum of: (i) the amount of fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate ("U.S. Trustee Fees"), and (ii) the allowed fees and expenses incurred by any professionals retained by the DAMIS Debtors and any Committee under sections 327, 328, 363 or 1103 of the Bankruptcy Code (the "Professionals")

up through and including the Trigger Date, up to the amounts set forth in the Budget. In no way shall the Carve-Out be construed as a cap or limitation on the amount of Court fees ~~or~~, U.S. Trustee Fees, or fees and expenses of Professionals that may be payable by the DAMIS Debtors.

6. **~~Establishment of~~ Professional Fee Escrow; Professional Fee Reserve Account.**

(a) As set forth in the Prior Interim Orders, ~~the Applicable Debtor shall be~~DAMIS Holdings is authorized and permitted to establish ~~an escrow account (the "~~a Professional Fee Escrow~~"), to be held by a qualified institutional escrow agent (the "Escrow Holder"~~ (as defined in the Prior Interim Orders)~~,~~ for the benefit of ~~any professionals retained by the DAMIS Debtors and any statutory committees appointed in these Chapter 11 Cases under sections 327, 328, 363 or 1103 of the Bankruptcy Code (the "Professionals"), *provided, however*, that any funding of the Professional Fee Escrow shall be subject to a further order of the Court (which may be the Final Order), after notice and a hearing (which may be the Final Hearing (as defined below)).~~the Professionals.

(b) As an alternative to the establishment of a Professional Fee Escrow, DAMIS Holdings is authorized to create a segregated deposit account (or designate an existing deposit account) to be used solely for the funding and payment of fees and expenses of Professionals in accordance with the Budget and any applicable orders of this Court regarding the compensation and reimbursement of expenses of the Professionals (such account, the

"Professional Fee Reserve Account"). Any funds in the Professional Fee ~~Escrow~~Reserve Account shall be deemed held *in* ~~trust~~*custodia legis* for the benefit of the Professionals and shall *not* (i) constitute money of the estate subject to 11 U.S.C. § 345(b)~~.~~, or (ii) be subject to any liens, claims, or security interests of the Prepetition Secured Parties or any other party. Upon the final resolution and payment in full of all allowed fees and expenses of Professionals, any remaining balance in the Professional Fee Reserve Account shall revert to DAMIS Holdings and be transferred to its general operating account.

~~(c) For the avoidance of doubt, the purpose of this paragraph 6 is to facilitate the Applicable Debtor's and the Escrow Holder's establishment of the Professional Fee Escrow so that it may be ready to receive funding from the Applicable Debtor promptly upon any authorization of such funding by the Court in the future.~~

7. **Automatic Stay.** The automatic stay imposed under section 362(a) of the Bankruptcy Code shall be, and hereby is, modified solely to the extent necessary to implement and effectuate the terms and conditions of this ~~Second~~Third Interim Order.

8. **Enforceability.** This ~~Second~~Third Interim Order shall take effect and be fully enforceable immediately upon its entry. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this ~~Second~~Third Interim Order.

9. **Headings.** The headings in this ~~Second~~Third Interim Order are for purposes of reference only and shall not limited or otherwise affect the meaning of this ~~Second~~Third Interim Order.

10. **Final Hearing.** The Final Hearing on the Motion with respect to the Cash Collateral that is subject to this ~~Second~~Third Interim Order is scheduled for ~~July 23~~August 12, 2026, at ~~9:00 a.m~~10:00 a.m. (ET) before this Court (the "Final Hearing"). The DAMIS Debtors shall file any proposed Final Order with respect to the Cash Collateral that is subject to this ~~Second~~Third Interim Order and serve it upon (i) the Prepetition Secured Parties; (ii) counsel to any statutory committees appointed in these Chapter 11 Cases or, if none has been appointed, to each of the DAMIS Debtors' fifty (50) largest unsecured creditors, not including insiders; (iii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov); and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case no later than ~~July 14~~August 3, 2026, at 4:00 p.m. (ET). Any party in interest objecting to the relief sought in the Motion on a final basis shall file and serve a written objection, which objection shall be served upon (i) proposed counsel to the DAMIS Debtors, Faegre Drinker Biddle & Reath LLP, 600 Florham Park, New Jersey 07932, Attn: Michael Pompeo (michael.pompeo@faegredrinker.com), and 222 Delaware Ave., Suite 1410, Wilmington, DE 19801, Attn: Patrick Jackson (patrick.jackson@faegredrinker.com), Ian

Bambrick (ian.bambrick@faegredrinker.com), and Sarah Silveira (sarah.silveira@faegredrinker.com), (ii) counsel to any statutory committees appointed in these Chapter 11 Cases or, if none has been appointed, to each of the DAMIS Debtors' fifty (50) largest unsecured creditors, not including insiders; (iii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov); and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case no later than ~~July 16~~August 5, 2026, at 4:00 p.m. (ET). If no objections are timely filed, this Court may grant the relief sought by the DAMIS Debtors in the Motion, and enter a Final Order with respect to the Cash Collateral that is subject to this ~~Second~~Third Interim Order, without further notice or a hearing. The DAMIS Debtors shall file a notice of the Final Hearing within two business days after entry of this ~~Second~~Third Interim Order.

11. **Retention of Jurisdiction.** This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this ~~Second~~Third Interim Order.

EXHIBIT 1

Budget

Summary report: **Litera Compare for Word 11.14.0.42 Document comparison done on 7/16/2026 8:35:18 PM**	
Style name: Firm Character Level Rendering Set	
Intelligent Table Comparison: Active	
Original DMS: iw://dms-us.fd.faegredrinker.com/dms_us/378170471/4 - DAMIS - 2d Interim CC ORD for DAMIS Holdings (AS FILED).docx	
Modified DMS: iw://dms-us.fd.faegredrinker.com/dms_us/378489222/1 - DAMIS - 3d Interim CC ORD for DAMIS Holdings - 7.16.2026.docx	
Changes:	
Add	70
~~Delete~~	59
~~Move From~~	2
Move To	2
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	133

EXHIBIT B-1

Proposed Form Generic Debtor Third Interim Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Counsel to the DAMIS Debtors and Debtors in Possession

In re: DAMIS Holdings LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 26-16439 (CMG) (Jointly Administered)

THIRD INTERIM ORDER (I) AUTHORIZING THE DAMIS DEBTORS TO USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO PUTATIVE SECURED PARTIES; (III) MODIFYING THE AUTOMATIC STAY; (IV) SCHEDULING A FINAL HEARING; AND (V) GRANTING RELATED RELIEF ([ADD LENDER IDENTIFIER])

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

The relief set forth on the following pages, numbered three (3) through eighteen (18), is hereby **ORDERED**.

Upon the *DAMIS Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Putative Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Motion") of the above-captioned debtor and debtors in possession (the "DAMIS Debtors"), for entry of interim and final orders pursuant to Bankruptcy Code sections 105(a), 361, 363(c)(2), 506(c), and 552(b), Bankruptcy Rules 2002, 4001, 6003, and 6004, and Local Rules 4001-3 and 9013-5, (a) authorizing the DAMIS Debtors to use Cash Collateral (as defined below) in accordance with the budget attached hereto as **Exhibit 1** (the "Budget") through the Trigger Date (as defined herein); (b) granting adequate protection to putative prepetition secured parties; (c) modifying the automatic stay; (d) scheduling a final hearing; and (e) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and the Court having previously entered interim order[s] concerning the Motion [Docket No[s]. __ &__] (the "Prior Interim Order[s]") and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the DAMIS Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at one or more hearings before this Court (collectively, the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. **Petition.** The DAMIS Debtors each filed their petitions under chapter 11 of the Bankruptcy Code on June 4, 2026 (the "Petition Date") and are presently operating as debtors in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner, or official committee (a "Committee"), has been appointed in these chapter 11 cases.

B. **Notice.** Notice of the Motion, the Prior Interim Order[s], and of the further hearing on the DAMIS Debtors' use of cash collateral has been served consistent with the notice and hearing provisions pursuant to section 102(1) of the Bankruptcy Code and Bankruptcy Rule 4001(b), which notice is appropriate in the particular circumstances and sufficient for all purposes under the Bankruptcy Code and the applicable Federal and Local Rules of Bankruptcy Procedure with respect to the relief requested.

C. **Need to Use Cash Collateral.** The DAMIS Debtors' cash and cash equivalents on hand as of the Petition Date, as well as any received by the DAMIS Debtors post-petition (collectively, the "Cash Collateral"), may constitute "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code, insofar as putative secured parties may have an interest therein. The DAMIS Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maintain the going-concern value of the DAMIS Debtors, absent which immediate and irreparable harm will result to the DAMIS Debtors, their estates, and their creditors. The preservation and maintenance of the DAMIS Debtors' assets and business is necessary to maximize value. Absent the DAMIS Debtors' ability to use Cash Collateral, the DAMIS Debtors would not have sufficient available sources of working capital or financing and would be unable to pay their operating expenses or maintain their assets, to the severe detriment of their estates, creditors and members. Accordingly, the relief requested in the Motion and the terms herein are (i) critical to the DAMIS Debtors' ability to maximize the value of these chapter 11 estates, and (ii) necessary, essential, and appropriate to avoid immediate and irreparable harm to the DAMIS Debtors, their creditors, and their assets, remaining business, goodwill, and reputation.

D. **Good Cause.** Good cause has been shown for entry of this Third Interim Order, and the entry of this Third Interim Order is in the best interests of the DAMIS Debtors and their estates and creditors. Among other things, the relief granted herein will minimize disruption of the DAMIS Debtors' business and permit the DAMIS Debtors to preserve and maintain the going-concern value of the DAMIS Debtors. The terms of the DAMIS Debtors' use of Cash Collateral and proposed adequate protection arrangements, as set forth in this Third Interim Order, are fair and reasonable under the circumstances, and reflect the DAMIS Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

E. **Budget.** The Budget attached as **Exhibit 1** hereto is a forecast of cash receipts and disbursements setting forth on a line-item basis the Applicable [Debtor's / Debtors'] (as defined herein) anticipated cumulative cash receipts and expenditures on a weekly basis and all necessary and required cumulative expenses which the Applicable [Debtor expects / Debtors expect] to incur during each weekly period under the Budget. The Budget is an integral part of this Third Interim Order. The Applicable [Debtor does / Debtors do] not presently anticipate that [it / they] will incur expenses during the period prior to the Trigger Date (as defined herein) other than, or in excess of, those identified in the Budget.

F. **The Prepetition Secured [Party/ies].** The prepetition secured [party/ies] with respect to the use of Cash Collateral pursuant to this Third Interim Order [is / are _________] (the "Prepetition Secured [Party/ies]."

G. **The Prepetition Secured Debt.** Based upon the DAMIS Debtors' preliminary review of their books and records, and relevant public filings, the debts owed to the Prepetition Secured Parties by [applicable debtor(s)] (the "Applicable [Debtor/s]") as of the Petition Date (collectively, the "Applicable Prepetition Obligations"), and the security for such debts as of the Petition Date (collectively, the "Prepetition Collateral"), are as described below:

(a) *[insert description(s), by secured party]*

The DAMIS Debtors do not stipulate to any of the facts concerning the foregoing debt or the transactions referenced in the related loan and security documents, including whether the documents were properly entered into, authorized, are effective, whether the loan was funded, or otherwise, and reserve all rights with respect thereto.[[2]]

H. **Adequate Protection for the Prepetition Secured [Party/ies].** The Prepetition Secured [Party/ies] may be entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any decrease in the value of [its / their respective] interests in their prepetition collateral (including Cash Collateral) resulting from the automatic stay or from the Applicable [Debtor's / Debtors'] use of Cash Collateral. As "adequate protection" under the requirements of the Bankruptcy Code, the Prepetition [Secured Party/ies] shall receive the Adequate Protection (as defined herein), and such Adequate Protection currently adequately protects the Prepetition Secured Parties. The Adequate Protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

[2] [NOTE TO DRAFT: If requested/proposed by a Prepetition Secured Party, the DAMIS Debtors are willing to consider stipulations with respect (i) the amount of the indebtedness as of the Petition Date, and (ii) the nature, validity, and perfection of liens in property of the Applicable Debtor(s) securing such indebtedness as of the Petition date, *provided* that such stipulations will be subject to challenge by a Committee or other party in interest for a period of 120 days after entry of the Final Order.]

1. The Motion is GRANTED on an interim basis in accordance with Bankruptcy Rule 4001(c)(2) to the extent provided in this Third Interim Order. All objections to the Motion, to the extent not withdrawn or resolved, are overruled on their merits as to the relief granted in this Third Interim Order.

2. **Authorization to Use Cash Collateral; Budget.**

(a) Subject to the terms and conditions of this Third Interim Order, the Applicable [Debtor is / Debtors] are authorized, but not directed, on an interim basis, to use the Cash Collateral of the Prepetition Secured [Party/ies] to satisfy the fees, costs, and expenses of such Applicable [Debtor is / Debtors] provided for, and up to the amounts set forth, in the Budget (as may be extended by agreement of the Prepetition Secured [Party/ies] as set forth below, and subject to the Permitted Variance (as defined herein), terminating upon the date that is the earliest of (i) August 17 (as may be extended pursuant to subparagraph (c) below), (ii) the effective date of a chapter 11 plan in these chapter 11 cases, (iii) the conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, or (iv) specific to such Applicable Debtor, a lifting of the automatic stay imposed under section 362(a) of the Bankruptcy Code (the "Automatic Stay") permitting the Prepetition Secured [Party/ies] to exercise remedies against the Prepetition Collateral held by such Applicable Debtor (such date, the "Trigger Date").[3]

[3] For the avoidance of doubt, an agreement by the Applicable Debtor to consensually allow a lifting of the Automatic Stay will be conditioned upon the Applicable Debtor's retention of a reasonable amount of Cash Collateral necessary for termination/wind-down of the Applicable Debtor (each a "Post-Termination Expense

(b) Not later than 5:00 p.m. (Eastern time) on the Friday of each week commencing on July 31, 2026, the Applicable [Debtor/s] shall furnish to the Prepetition [Secured Party/ies] and any Committee a weekly report (the "Budget Compliance Report") that sets forth as of two Sundays prior to the current week,[4] on a weekly basis from the Petition Date (each such period referred to herein as a "Measurement Period"), the actual results for each line item set forth in each respective Budget. The Applicable [Debtor/s] hereby [covenant/s and agree/s] that the actual results comprising each line item of disbursements set forth in each Budget from the Petition Date through the conclusion of any Measurement Period shall not vary by more than fifteen percent (15%) of the amount projected in the line item of each Budget [(including on an Applicable Debtor-by-Applicable Debtor basis)] for such Measurement Period (in each case, a "Permitted Variance"), in each case without the written consent of the Prepetition [Secured Party/ies] (which consent, for the avoidance of doubt, may be transmitted via email).

(c) Prior to the entry of a Final Order with respect to the Cash Collateral that is subject to this Third Interim Order, the Budget may be amended or extended (or both) from time to time by agreement of the DAMIS Debtors and the Prepetition Secured [Party/ies] without need for further notice, hearing, or entry of a supplemental order, subject to compliance with the process set forth in this paragraph and upon review of any statutory committees appointed in these Chapter

Carve-Out"). Each Applicable Debtor reserves its rights related to asserting the necessity of a Post-Termination Expense Carve-Out following each event set forth in paragraph 2.a.(i)-(iv).

[4] For illustration, the Budget Compliance Report on July 31, 2026, will be as of July 19, 2026.

11 Cases. The DAMIS Debtors may propose any such amendment or extension by presenting a revised Budget to the Prepetition Secured [Party/ies] via email, and the Prepetition Secured [Party/ies] may convey [its / their] approval or disapproval of the revised Budget via reply email, *provided* that the revised Budget will be deemed approved by the Prepetition Secured [Party/ies] unless the Prepetition Secured [Party/ies] notify the DAMIS Debtors of their disapproval of the revised Budget within three (3) business days after receipt. The DAMIS Debtors shall also provide notice of any proposed revised Budget via email to the United States Trustee and any Committee, who will have three (3) business days after receipt to object. For the avoidance of doubt, the notice provided to the United States Trustee and Committee under this paragraph may be, but is not required to be, concurrent with the notice provided to the Prepetition Secured [Party/ies].

3. **Adequate Protection.**

(a) As adequate protection for any post-petition diminution in value of the Prepetition Secured [Party's interest /Parties' respective interests] in [its / their] prepetition collateral (any "Diminution in Value")—and, for the avoidance of doubt, only to the extent that such interests in Prepetition Collateral are valid, enforceable, and non-avoidable—[the / each of the] Prepetition [Secured Party/ies] shall receive the following (collectively, the "Adequate Protection"):

(i) [the Applicable [Debtor's / Debtors'] payment of ground rent to [its / their] ground lessor[s] (or alternatively, payment of the fee mortgage[s] and real estate taxes on behalf of such ground lessor[s]), to the extent provided in the Budget;]

(ii) [continued payment of interest post-petition on the Applicable Prepetition Obligations, at the contractual non-default rate, to the extent provided in the Budget;]

(iii) solely to the extent of any Diminution in Value caused by [the / an] Applicable Debtor's use of Cash Collateral, [the / each affected] Prepetition Secured Party is granted a replacement perfected security interest pursuant to 11 U.S.C. § 361(2) (the "<u>Adequate Protection Liens</u>") on all property of [the / such] Applicable Debtor, whether now owned or hereafter acquired or existing and wherever located, that would constitute prepetition collateral of [the / such] Prepetition Secured Party, subject to (A) the Carve-Out (as defined below), and (B) all valid, enforceable and non-avoidable liens and security interests in such property that were perfected prior to the Petition Date (or perfected thereafter to the extent permitted by section 546(c) of the Bankruptcy Code), which are not subject to avoidance, disallowance, or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law and which are senior to such Secured Party's liens in such prepetition collateral as of the Petition Date; *provided*, *however*, that any Adequate Protection Liens shall not attach to causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof; and

(iv) solely to the extent of any Diminution in Value caused by [the / an] Applicable Debtor's use of Cash Collateral, [the / each affected] Prepetition Secured Party is granted a superpriority administrative expense claim as provided in section 507(b) of the Bankruptcy Code against [the / such] Applicable Debtor; *provided*, *however*, that such superpriority administrative expense claim is subordinate to the Carve-Out; *and provided*, *further*, that until entry of the Final Order, such superpriority administrative expense claim shall not be paid out of proceeds of causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof.

(b) For the avoidance of doubt, nothing in this Third Interim Order shall constitute a finding by the Court with respect to the existence, validity, or enforceability of any prepetition arrangement between the Prepetition Secured [Party/ies] and the DAMIS Debtors, that the Prepetition Secured [Party has / Parties have] any valid claims against the DAMIS Debtors, or that the Prepetition Secured [Party has / Parties have] a valid lien on the Cash Collateral or any of the other assets of the DAMIS Debtors. The DAMIS Debtors reserve all rights concerning the same, and nothing herein shall prevent the DAMIS Debtors or any Committee from challenging the validity, extent, and priority of any of the alleged claims and liens of the Prepetition Secured [Party/ies].[5] In the event the Prepetition Secured [Party's / Parties'] alleged lien on Cash Collateral

[5] [NOTE TO DRAFT: If requested/proposed by a Prepetition Secured Party, the DAMIS Debtors are willing to consider stipulations with respect to (i) the amount of the indebtedness as of the Petition Date, and (ii) the nature, validity, and perfection of liens in property of the Applicable Debtor(s) securing such indebtedness as of the

is determined to be invalid, then the Adequate Protection provided hereunder to the Prepetition Secured [Party/ies] shall be null and void.

4. **Postpetition Lien Perfection.** This Third Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, security agreement, notice of lien, or other instrument or document that may otherwise be required under the law of any jurisdiction, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the Adequate Protection liens or entitle the Adequate Protection Liens to the priorities granted herein.

5. **Carve-Out.** The prepetition liens and security interests of the Prepetition Secured [Party/ies], as well as the Adequate Protection Liens and superpriority claims granted in this Third Interim Order, shall be subject to and subordinate to a carve-out (the "Carve-Out") equal to the sum of: (i) the amount of fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate ("U.S. Trustee Fees"), and (ii) the amount of any payments to DAMIS Holdings LLC for (a) repayment of post-petition intercompany advances and (b) shared services payments, in each case up through and including the Trigger Date and up to the amounts set forth in the Budget. In no way shall the Carve-Out be construed as a cap or limitation on the

Petition date, *provided* that such stipulations will be subject to challenge by a Committee or other party in interest for a period of 120 days after entry of the Final Order.]

amount of Court fees, U.S. Trustee Fees, or intercompany administrative claims that may be payable by the DAMIS Debtors.

6. **Limited 552(b) "Equities of the Case" and 506(c) Waivers.**

(a) Subject only to, and effective upon, entry of the Final Order, in consideration for the Applicable [Debtor's / Debtors'] use of Cash Collateral prior to the Trigger Date (as may be extended pursuant to section 2(c) above), and the Carve-Out:

(i) the Prepetition Secured [Party / Parties] shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured [Party / Parties], with respect to any proceeds, products, offspring, or profits of any of the Prepetition Collateral that were received by the Applicable Debtor[s] prior to the Trigger Date (as may be extended pursuant to section 2(c) above); and

(ii) [each / the] Applicable Debtor, on behalf of itself and its bankruptcy estate, absolutely, unconditionally, and irrevocably waives and releases any and all rights, claims, and defenses under section 506(c) of the Bankruptcy Code to surcharge or otherwise recover any costs or expenses of preserving, protecting, or disposing of the Prepetition Collateral from the Prepetition Secured [Party / Parties] or [its / their] Collateral to the extent such costs or expenses were incurred prior to the Trigger Date (as may be extended pursuant to section 2(c) above).

(b) For the avoidance of doubt, [each / the] Applicable Debtor reserves all rights with respect to (i) the application of section 552(b) of the Bankruptcy Code and the "equities of the case" exception thereunder, as to any proceeds, products, offspring, or profits of any Prepetition Collateral that were received by such Applicable Debtor *after* the Trigger Date (as may be extended pursuant to section 2(c) above), and (ii) any rights, claims, and defenses under section 506(c) of the Bankruptcy Code to surcharge or otherwise recover any costs or expenses of preserving, protecting, or disposing of the Prepetition Collateral from the Prepetition Secured [Party / Parties]or [its / their] Collateral to the extent such costs or expenses were incurred *after* the Trigger Date (as may be extended pursuant to section 2(c) above).

7. **Automatic Stay.** The Automatic Stay shall be, and hereby is, modified solely to the extent necessary to implement and effectuate the terms and conditions of this Third Interim Order.

8. **Enforceability.** This Third Interim Order shall take effect and be fully enforceable immediately upon its entry. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Third Interim Order.

9. **Headings.** The headings in this Third Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Third Interim Order.

10. **Interlocutory Order and No Modification of Creditor's Adequate Protection.** This is an interlocutory order. Nothing contained herein shall be deemed or construed to: (i) limit

the Prepetition Secured Party to the relief granted herein; (ii) bar the Prepetition Secured Party or any other party from seeking other and further relief (including without limitation relief from the terms of this Interim Order) for cause shown on appropriate notice to the DAMIS Debtors and other parties-in-interest entitled to notice of same; or (iii) require the Prepetition Secured Party to make any loans or advances to the DAMIS Debtors. Nothing herein shall be construed to prohibit the DAMIS Debtors, any statutory committees appointed in these Chapter 11 Cases or any other party or party in interest from opposing any such relief sought by the Prepetition Secured Party or the DAMIS Debtors or any trustee from otherwise seeking other and further relief (including without limitation relief from the terms of this Third Interim Order) for cause shown on appropriate notice from the Prepetition Secured Party and other parties-in-interest entitled to notice of same.

11. **Default Hearing**. In the event the DAMIS Debtors default, breach or violate this Third Interim Order, the Prepetition Secured Parties may request a hearing within five (5) days (or if immediate and irreparable injury, loss or damage may occur, an emergency hearing within forty-eight (48) hours).

12. **Final Hearing.** The Final Hearing on the Motion with respect to the Cash Collateral that is subject to this Third Interim Order is scheduled for August 12, 2026, at [10:00 a].m. (ET) before this Court (the "Final Hearing"). The DAMIS Debtors shall file any proposed Final Order with respect to the Cash Collateral that is subject to this Third Interim Order and serve it upon (i) the Prepetition Secured Parties; (ii) counsel to any statutory committees appointed in

these Chapter 11 Cases or, if none has been appointed, to each of the DAMIS Debtors' fifty (50) largest unsecured creditors, not including insiders; (iii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov); and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case no later than August 3, 2026, at 4:00 p.m. (ET). Any party in interest objecting to the relief sought in the Motion on a final basis shall file and serve a written objection, which objection shall be served upon (i) proposed counsel to the DAMIS 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, DE 19801, Attn: Patrick Jackson (patrick.jackson@faegredrinker.com), Ian Bambrick (ian.bambrick@faegredrinker.com), and Sarah Silveira (sarah.silveira@faegredrinker.com), (ii) counsel to any statutory committees appointed in these Chapter 11 Cases or, if none has been appointed, to each of the DAMIS Debtors' fifty (50) largest unsecured creditors, not including insiders; (iii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov); and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case no later than August 5, 2026, at 4:00 p.m. (ET). If no objections are timely filed, this Court may grant the relief sought by the DAMIS Debtors in the Motion, and enter a Final Order with respect to the Cash Collateral that is subject to this Third Interim Order, without further notice or a hearing. The DAMIS Debtors shall file a notice of the Final Hearing within two business days after entry of this Third Interim Order.

13. **Retention of Jurisdiction.** This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Third Interim Order.

EXHIBIT 1

Budget

[TO BE FILED]

EXHIBIT B-2

Blackline of Form Generic Debtor Third Interim Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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

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Proposed Counsel to the DAMIS Debtors and Debtors in Possession

In re:	Chapter 11
DAMIS Holdings LLC, *et al.*,[1]	Case No. 26-16439 (CMG)
Debtors.	(Jointly Administered)

~~SECOND~~THIRD INTERIM ORDER (I) AUTHORIZING THE DAMIS DEBTORS TO USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION TO PUTATIVE SECURED PARTIES; (III) MODIFYING THE AUTOMATIC STAY; (IV) SCHEDULING A FINAL HEARING; AND (V) GRANTING

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

RELATED RELIEF
([ADD LENDER IDENTIFIER])

The relief set forth on the following pages, numbered three (3) through ~~f~~ei~~f~~ghteen (~~15~~18), is hereby **ORDERED**.

Upon the *DAMIS Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Putative Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* (the "Motion") of the above-captioned debtor and debtors in possession (the "DAMIS Debtors"), for entry of interim and final orders pursuant to Bankruptcy Code sections 105(a), 361, 363(c)(2), 506(c), and 552(b), Bankruptcy Rules 2002, 4001, 6003, and 6004, and Local Rules 4001-3 and 9013-5, (a) authorizing the DAMIS Debtors to use Cash Collateral (as defined below) in accordance with the budget attached hereto as **Exhibit 1** (the "Budget") through the Trigger Date (as defined herein); (b) granting adequate protection to putative prepetition secured parties; (c) modifying the automatic stay; (d) scheduling a final hearing; and (e) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on June 6, 2025 (Bumb, C.J.); and the Court having previously entered ~~an~~ interim order[s] concerning the Motion [Docket No~~.~~[s]. __ & __] (the "Prior Interim Order[s]") and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the DAMIS Debtors' notice of the Motion was appropriate under the circumstances and no other notice need be provided; and this

Court having reviewed the Motion and having heard the statements in support of the relief requested therein at one or more hearings before this Court (collectively, the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, **THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. **Petition.** The DAMIS Debtors each filed their petitions under chapter 11 of the Bankruptcy Code on June 4, 2026 (the "Petition Date") and are presently operating as debtors in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner, or official committee ~~of unsecured creditors~~ (a "Committee"), has been appointed in these chapter 11 cases.

B. **Notice.** Notice of the Motion, the Prior Interim Order[s], and of the further ~~interim~~ hearing on the DAMIS Debtors' use of cash collateral has been served consistent with the notice and hearing provisions pursuant to section 102(1) of the Bankruptcy Code and Bankruptcy Rule 4001(b), which notice is appropriate in the particular circumstances and sufficient for all purposes under the Bankruptcy Code and the applicable Federal and Local Rules of Bankruptcy Procedure with respect to the relief requested.

C. **Need to Use Cash Collateral.** The DAMIS Debtors' cash and cash equivalents on hand as of the Petition Date, as well as any received by the DAMIS Debtors post-petition (collectively, the "Cash Collateral"), may constitute "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code, insofar as putative secured parties may have an interest therein. The DAMIS Debtors have an immediate need to use the Cash Collateral to, among other things, preserve and maintain the going-concern value of the DAMIS Debtors, absent which immediate and irreparable harm will result to the DAMIS Debtors, their estates, and their creditors. The preservation and maintenance of the DAMIS Debtors' assets and business is necessary to maximize value. Absent the DAMIS Debtors' ability to use Cash Collateral, the DAMIS Debtors would not have sufficient available sources of working capital or financing and would be unable to pay their operating expenses or maintain their assets, to the severe detriment of their estates, creditors and members. Accordingly, the relief requested in the Motion and the terms herein are (i) critical to the DAMIS Debtors' ability to maximize the value of these chapter 11 estates, and (ii) necessary, essential, and appropriate to avoid immediate and irreparable harm to the DAMIS Debtors, their creditors, and their assets, remaining business, goodwill, and reputation.

D. **Good Cause.** Good cause has been shown for entry of this ~~Second~~Third Interim Order, and the entry of this ~~Second~~Third Interim Order is in the best interests of the DAMIS Debtors and their estates and creditors. Among other things, the relief granted herein will minimize disruption of the DAMIS Debtors' business and permit the DAMIS Debtors to preserve and maintain the going-concern value of the DAMIS Debtors. The terms of the DAMIS Debtors' use of Cash Collateral and proposed adequate protection arrangements, as set forth in this ~~Second~~Third Interim Order, are fair and reasonable under the circumstances, and reflect the DAMIS Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

E. **Budget.** The Budget attached as **Exhibit 1** hereto is a forecast of cash receipts and disbursements setting forth on a line-item basis the Applicable [Debtor's / Debtors'] (as defined herein) anticipated cumulative cash receipts and expenditures on a weekly basis and all necessary and required cumulative expenses which the Applicable [Debtor expects / Debtors expect] to incur during each weekly period under the Budget. The Budget is an integral part of this ~~Second~~Third Interim Order. The Applicable [Debtor does / Debtors do] not presently anticipate that [it / they] will incur expenses during the period ~~covered by the Budget~~prior to the Trigger Date (as defined herein) other than, or in excess of, those identified in the Budget.

F. **The Prepetition Secured [Party/ies].** The prepetition secured [party/ies] with respect to the use of Cash Collateral pursuant to this ~~Second~~Third Interim Order [is / are __________] (the "Prepetition Secured [Party/ies]."

G. **The Prepetition Secured Debt.** Based upon the DAMIS Debtors' preliminary review of their books and records, and relevant public filings, the debts owed to the Prepetition Secured Parties by [applicable debtor(s)] (the "Applicable [Debtor/s]") as of the Petition Date (collectively, the "Applicable Prepetition Obligations"), and the security for such debts as of the Petition Date (collectively, the "Prepetition Collateral"), are as described below:

(a) *[insert description(s), by secured party]*

The DAMIS Debtors do not stipulate to any of the facts concerning the foregoing debt or the transactions referenced in the related loan and security documents, including whether the documents were properly entered into, authorized, are effective, whether the loan was funded, or otherwise, and reserve all rights with respect thereto.[2]

H. **Adequate Protection for the Prepetition Secured [Party/ies].** The Prepetition Secured [Party/ies] may be entitled to receive adequate protection pursuant to sections 361, 362, and 363 of the Bankruptcy Code for any decrease in the value of [its / their respective] interests in their prepetition collateral (including Cash Collateral) resulting from the automatic stay or from the Applicable [Debtor's / Debtors'] use of Cash Collateral. As "adequate protection" under the requirements of the Bankruptcy Code, the Prepetition [Secured Party/ies] shall receive the Adequate Protection (as defined herein), and such Adequate Protection currently adequately protects the Prepetition Secured Parties. The Adequate Protection provided herein and other

[2] [NOTE TO DRAFT: If requested/proposed by a Prepetition Secured Party, the DAMIS Debtors are willing to consider stipulations with respect (i) the amount of the indebtedness as of the Petition Date, and (ii) the nature, validity, and perfection of liens in property of the Applicable Debtor(s) securing such indebtedness as of the Petition date, *provided* that such stipulations will be subject to challenge by a Committee or other party in interest for a period of 120 days after entry of the Final Order.]

benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED on an interim basis in accordance with Bankruptcy Rule 4001(c)(2) to the extent provided in this ~~Second~~Third Interim Order. All objections to the Motion, to the extent not withdrawn or resolved, are overruled on their merits as to the relief granted in this ~~Second~~Third Interim Order.

2. **Authorization to Use Cash Collateral; Budget.**

(a) Subject to the terms and conditions of this ~~Second~~Third Interim Order, the Applicable [Debtor is / Debtors] are authorized, but not directed, on an interim basis, to use the Cash Collateral of the Prepetition Secured [Party/ies] to satisfy the fees, costs, and expenses of such Applicable [Debtor is / Debtors] provided for, and up to the amounts set forth, in the Budget (as may be extended by agreement of the Prepetition Secured [Party/ies] as set forth below, and subject to the Permitted Variance (as defined herein), terminating upon the date that is the earliest of (i) ~~thirteen weeks from the entry of the Interim Order, or (ii~~August 17 (as may be extended pursuant to subparagraph (c) below), (ii) the effective date of a chapter 11 plan in these chapter 11 cases, (iii) the conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code~~.~~, or (iv) specific to such Applicable Debtor, a lifting of the automatic stay imposed under section 362(a) of the Bankruptcy Code (the "Automatic Stay") permitting the

Prepetition Secured [Party/ies] to exercise remedies against the Prepetition Collateral held by such Applicable Debtor (such date, the "Trigger Date").[3]

(b) Not later than 5:00 p.m. (Eastern time) on the ~~Thursday~~Friday of each week commencing on July ~~16~~31, 2026, the Applicable [Debtor/s] shall furnish to the Prepetition [Secured Party/ies] and any ~~statutory c~~Committee ~~appointed in these Chapter 11 Cases~~ a weekly report (the "Budget Compliance Report") that sets forth as of ~~the preceding Sunday of each~~two Sundays prior to the current week,[4] on a weekly basis from the Petition Date (each such period referred to herein as a "Measurement Period"), the actual results for each line item set forth in each respective Budget ~~(including on a debtor-by-debtor basis)~~. The Applicable [Debtor/s] hereby [covenant/s and agree/s] that the actual results comprising each line item of disbursements set forth in each Budget from the Petition Date through the conclusion of any Measurement Period shall not vary by more than fifteen percent (15%) of the amount projected in the line item of each Budget [(including on an Applicable Debtor-by-Applicable Debtor basis)] for such Measurement Period (in each case, a "Permitted Variance"), in each case without the written consent of the Prepetition [Secured Party/ies] (which consent, for the avoidance of doubt, may be transmitted via email).

[3] For the avoidance of doubt, an agreement by the Applicable Debtor to consensually allow a lifting of the Automatic Stay will be conditioned upon the Applicable Debtor's retention of a reasonable amount of Cash Collateral necessary for termination/wind-down of the Applicable Debtor (each a "Post-Termination Expense Carve-Out"). Each Applicable Debtor reserves its rights related to asserting the necessity of a Post-Termination Expense Carve-Out following each event set forth in paragraph 2.a.(i)-(iv).

[4] For illustration, the Budget Compliance Report on July 31, 2026, will be as of July 19, 2026.

(c) Prior to the entry of a Final Order with respect to the Cash Collateral that is subject to this ~~Second~~Third Interim Order, the Budget may be amended or extended (or both) from time to time by agreement of the DAMIS Debtors and the Prepetition Secured [Party/ies] without need for further notice, hearing, or entry of a supplemental order, subject to compliance with the process set forth in this paragraph and upon review of any statutory committees appointed in these Chapter 11 Cases. The DAMIS Debtors may propose any such amendment or extension by presenting a revised Budget to the Prepetition Secured [Party/ies] via email, and the Prepetition Secured [Party/ies] may convey [its / their] approval or disapproval of the revised Budget via reply email, *provided* that the revised Budget will be deemed approved by the Prepetition Secured [Party/ies] unless the Prepetition Secured [Party/ies] notify the DAMIS Debtors of their disapproval of the revised Budget within three (3) business days after receipt. The DAMIS Debtors shall also provide notice of any proposed revised Budget via email to the United States Trustee and any ~~statutory c~~Committee~~ appointed in these Chapter 11 Cases~~, who will have three (3) business days after receipt to object. For the avoidance of doubt, the notice provided to the United States Trustee and Committee under this paragraph may be, but is not required to be, concurrent with the notice provided to the Prepetition Secured [Party/ies].~~.~~

3. **Adequate Protection.**

(a) As adequate protection for any post-petition diminution in value of the Prepetition Secured [Party's interest /Parties' respective interests] in [its / their] prepetition collateral (any "Diminution in Value")—and, for the avoidance of doubt, only to the extent that such interests in Prepetition Collateral are valid, enforceable, and non-avoidable—[the / each of the] Prepetition [Secured Party/ies] shall receive the following (collectively, the "Adequate Protection"):

(i) [the Applicable [Debtor's / Debtors'] payment of ground rent to [its / their] ground lessor[s] (or alternatively, payment of the fee mortgage[s] and real estate taxes on behalf of such ground lessor[s]), to the extent provided in the Budget;]

(ii) [continued payment of interest post-petition on the Applicable Prepetition Obligations, at the contractual non-default rate, to the extent provided in the Budget;]

(iii) ~~S~~solely to the extent of any Diminution in Value caused by [the / an] Applicable Debtor's use of Cash Collateral, [the / each affected] Prepetition Secured Party is granted a replacement perfected security interest pursuant to 11 U.S.C. § 361(2) (the "Adequate Protection Liens") on all property of [the / such] Applicable Debtor, whether now owned or hereafter acquired or existing and wherever located, that would constitute prepetition collateral of [the / such] Prepetition Secured Party, subject to (A) the Carve-Out (as defined below), and (B) all valid, enforceable and non-avoidable liens and security interests in such property that were perfected prior to the Petition Date (or perfected thereafter to the extent permitted by section 546(c) of the Bankruptcy Code), which are not subject to avoidance, disallowance, or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law and which are senior to such Secured Party's liens in such prepetition collateral as of the Petition Date; *provided*, *however*, that any Adequate Protection Liens shall not attach to causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof; and

(iv) ~~S~~solely to the extent of any Diminution in Value caused by [the / an] Applicable Debtor's use of Cash Collateral, [the / each affected] Prepetition Secured Party is granted a superpriority administrative expense claim as provided in section 507(b) of the Bankruptcy Code against [the / such] Applicable Debtor; *provided*, *however*, that such superpriority administrative expense claim is subordinate to the Carve-Out; *and provided*, *further*, that until entry of the Final Order, such superpriority administrative expense claim shall not be paid out of proceeds of causes of action arising under chapter 5 of the Bankruptcy Code or the proceeds thereof.

(b) For the avoidance of doubt, nothing in this ~~Second~~Third Interim Order shall constitute a finding by the Court with respect to the existence, validity, or enforceability of any prepetition arrangement between the Prepetition Secured [Party/ies] and the DAMIS Debtors, that the Prepetition Secured [Party has / Parties have] any valid claims against the DAMIS Debtors, or that the Prepetition Secured [Party has / Parties have] a valid lien on the Cash Collateral or any of the other assets of the DAMIS Debtors. The DAMIS Debtors reserve all rights concerning the same, and nothing herein shall prevent the DAMIS Debtors or any ~~statutory c~~Committee ~~appointed in these Chapter 11 Cases~~ from challenging the validity, extent, and priority of any of the alleged claims and liens of the Prepetition Secured [Party/ies].[5] In the event the Prepetition Secured [Party's / Parties'] alleged lien on Cash Collateral is determined to be invalid, then the Adequate Protection provided hereunder to the Prepetition Secured [Party/ies] shall be null and void.

4. **Postpetition Lien Perfection.** This ~~Second~~Third Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, security agreement, notice of lien, or other instrument or document that may otherwise be required under the law of any jurisdiction, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the Adequate Protection liens or entitle the Adequate Protection Liens to the priorities granted herein.

[5] [NOTE TO DRAFT: If requested/proposed by a Prepetition Secured Party, the DAMIS Debtors are willing to consider stipulations with respect to (i) the amount of the indebtedness as of the Petition Date, and (ii) the nature, validity, and perfection of liens in property of the Applicable Debtor(s) securing such indebtedness as of the Petition date, *provided* that such stipulations will be subject to challenge by a Committee or other party in interest for a period of 120 days after entry of the Final Order.]

5. **Carve-Out.** The prepetition liens and security interests of the Prepetition Secured [Party/ies], as well as the Adequate Protection Liens and superpriority claims granted in this ~~Second~~Third Interim Order, shall be subject to and subordinate to a carve-out (the "Carve-Out") equal to the sum of: (i) the amount of fees required to be paid to the clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate ("U.S. Trustee Fees"), and (ii) the amount of any payments to DAMIS Holdings LLC for (a) repayment of post-petition intercompany advances and (b) shared services payments, in each case up through and including the Trigger Date and up to the amounts set forth in the Budget. In no way shall the Carve-Out be construed as a cap or limitation on the amount of Court fees ~~or~~, U.S. Trustee Fees, or intercompany administrative claims that may be payable by the DAMIS Debtors.

6. **Limited 552(b) "Equities of the Case" and 506(c) Waivers.**

(a) Subject only to, and effective upon, entry of the Final Order, in consideration for the Applicable [Debtor's / Debtors'] use of Cash Collateral prior to the Trigger Date (as may be extended pursuant to section 2(c) above), and the Carve-Out:

(i) the Prepetition Secured [Party / Parties] shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Secured [Party / Parties], with respect to any proceeds, products, offspring, or profits of any of the

Prepetition Collateral that were received by the Applicable Debtor[s] prior to the Trigger Date (as may be extended pursuant to section 2(c) above); and

(ii) [each / the] Applicable Debtor, on behalf of itself and its bankruptcy estate, absolutely, unconditionally, and irrevocably waives and releases any and all rights, claims, and defenses under section 506(c) of the Bankruptcy Code to surcharge or otherwise recover any costs or expenses of preserving, protecting, or disposing of the Prepetition Collateral from the Prepetition Secured [Party / Parties] or [its / their] Collateral to the extent such costs or expenses were incurred prior to the Trigger Date (as may be extended pursuant to section 2(c) above).

(b) For the avoidance of doubt, [each / the] Applicable Debtor reserves all rights with respect to (i) the application of section 552(b) of the Bankruptcy Code and the "equities of the case" exception thereunder, as to any proceeds, products, offspring, or profits of any Prepetition Collateral that were received by such Applicable Debtor *after* the Trigger Date (as may be extended pursuant to section 2(c) above), and (ii) any rights, claims, and defenses under section 506(c) of the Bankruptcy Code to surcharge or otherwise recover any costs or expenses of preserving, protecting, or disposing of the Prepetition Collateral from the Prepetition Secured [Party / Parties]or [its / their] Collateral to the extent such costs or expenses were incurred *after* the Trigger Date (as may be extended pursuant to section 2(c) above).

7. ~~6.~~ **Automatic Stay.** The ~~a~~Automatic ~~s~~Stay ~~imposed under section 362(a) of the Bankruptcy Code~~ shall be, and hereby is, modified solely to the extent necessary to implement and effectuate the terms and conditions of this ~~Second~~Third Interim Order.

8. ~~7.~~ **Enforceability.** This ~~Second~~Third Interim Order shall take effect and be fully enforceable immediately upon its entry. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this ~~Second~~Third Interim Order.

9. ~~8.~~ **Headings.** The headings in this ~~Second~~Third Interim Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this ~~Second~~Third Interim Order.

10. **Interlocutory Order and No Modification of Creditor's Adequate Protection.** This is an interlocutory order. Nothing contained herein shall be deemed or construed to: (i) limit the Prepetition Secured Party to the relief granted herein; (ii) bar the Prepetition Secured Party or any other party from seeking other and further relief (including without limitation relief from the terms of this Interim Order) for cause shown on appropriate notice to the DAMIS Debtors and other parties-in-interest entitled to notice of same; or (iii) require the Prepetition Secured Party to make any loans or advances to the DAMIS Debtors. Nothing herein shall be construed to prohibit the DAMIS Debtors, any statutory committees appointed in these Chapter 11 Cases or any other party or party in interest from opposing any such relief sought by the Prepetition

Secured Party or the DAMIS Debtors or any trustee from otherwise seeking other and further relief (including without limitation relief from the terms of this Third Interim Order) for cause shown on appropriate notice from the Prepetition Secured Party and other parties-in-interest entitled to notice of same.

11. **Default Hearing**. In the event the DAMIS Debtors default, breach or violate this Third Interim Order, the Prepetition Secured Parties may request a hearing within five (5) days (or if immediate and irreparable injury, loss or damage may occur, an emergency hearing within forty-eight (48) hours).

12. ~~9.~~ **Final Hearing.** The Final Hearing on the Motion with respect to the Cash Collateral that is subject to this ~~Second~~Third Interim Order is scheduled for ~~July [23]~~August 12, 2026, at [~~9:00 a~~10:00 a].m. (ET) before this Court (the "Final Hearing"). The DAMIS Debtors shall file any proposed Final Order with respect to the Cash Collateral that is subject to this ~~Second~~Third Interim Order and serve it upon (i) the Prepetition Secured Parties; (ii) counsel to any statutory committees appointed in these Chapter 11 Cases or, if none has been appointed, to each of the DAMIS Debtors' fifty (50) largest unsecured creditors, not including insiders; (iii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov); and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case no later than ~~July 14~~August 3, 2026, at 4:00 p.m. (ET). Any

party in interest objecting to the relief sought in the Motion on a final basis shall file and serve a written objection, which objection shall be served upon (i) proposed counsel to the DAMIS 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, DE 19801, Attn: Patrick Jackson (patrick.jackson@faegredrinker.com), Ian Bambrick (ian.bambrick@faegredrinker.com), and Sarah Silveira (sarah.silveira@faegredrinker.com), (ii) counsel to any statutory committees appointed in these Chapter 11 Cases or, if none has been appointed, to each of the DAMIS Debtors' fifty (50) largest unsecured creditors, not including insiders; (iii) the Office of the United States Trustee for the District of New Jersey, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attn: Jeffrey M. Sponder, Esq. (Jeffrey.M.Sponder@usdoj.gov); and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002, in each case no later than ~~July 16~~August 5, 2026, at 4:00 p.m. (ET). If no objections are timely filed, this Court may grant the relief sought by the DAMIS Debtors in the Motion, and enter a Final Order with respect to the Cash Collateral that is subject to this ~~Second~~Third Interim Order, without further notice or a hearing. The DAMIS Debtors shall file a notice of the Final Hearing within two business days after entry of this ~~Second~~Third Interim Order.

13. ~~10.~~ **Retention of Jurisdiction.** This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this

~~Second~~Third Interim Order.

EXHIBIT 1

Budget

[TO BE FILED]

Summary report: **Litera Compare for Word 11.14.0.42 Document comparison done on 7/16/2026 8:27:52 PM**	
Style name: Firm Character Level Rendering Set	
Intelligent Table Comparison: Active	
Original DMS: iw://dms-us.fd.faegredrinker.com/dms_us/377972330/7 - DAMIS - Generic Form 2d Interim CC ORD (for filing 7.2.26).docx	
Modified DMS: iw://dms-us.fd.faegredrinker.com/dms_us/378471230/3 - DAMIS - Generic Form 3d Interim CC ORD.docx	
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Table Insert	0
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Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	166