

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

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

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In re:

DAMIS Holdings LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 26-16439 (CMG)

(Jointly Administered)

Re: Docket Nos. 209, 282, 284, 428, 469, 503,
624, 665, 731, 978, 1006

**THIRD LIMITED OBJECTION OF NORTHERN BANK & TRUST COMPANY TO
FINAL APPROVAL OF 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**

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.

Northern Bank & Trust Company (“Northern Bank”), by and through its undersigned counsel, respectfully submits this third limited objection (the “Third Limited Objection”) to final approval of 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* [Dkt. No. 152] (the “Motion”), including any proposed or revised budget applicable to 90 Pleasant Valley Street Leasing LLC and 90 Pleasant Valley Street Real Estate LLC (the “Applicable Debtors”). Northern Bank states as follows:

LIMITED OBJECTION

1. Northern Bank is a prepetition secured lender to 90 Pleasant Valley Street Leasing LLC and 90 Pleasant Valley Street Real Estate LLC. Northern Bank’s loan is secured by, among other things, a leasehold mortgage and assignment of leases and rents relating to the property located at 90 Pleasant Valley Street, Methuen, Massachusetts (the “Property”), together with security interests in substantially all of the Applicable Debtors’ personal property, leases, and rents relating to the Property (collectively, the “Northern Bank Collateral”).

2. The Court has entered interim orders governing the Applicable Debtors’ use of cash collateral, and Northern Bank has previously filed two limited objections concerning the Debtors’ use of Northern Bank’s cash collateral and the budgets proposed in connection therewith. Northern Bank incorporates those prior objections and all reservations of rights therein.

3. Northern Bank continues to support the use of cash collateral for actual and necessary expenses required to operate and preserve the Property. The latest proposed budget, however, does not provide for one of the most fundamental expenses necessary to preserve Northern Bank’s collateral: payment real estate taxes. *See* Dkt. No. 1006.

4. Real estate taxes for the Property are payable quarterly. The failure to pay the real estate taxes when due results in an immediate accrual of interest and penalty fees. The two most recent prior interim budgets included the monthly payment of one-third of the quarterly real estate tax payment to be escrowed by Northern Bank. However, the current proposed budget does not include any additional payments or escrows for real estate taxes, which will result in a shortfall for the tax payment that must be made in October 2026. The proposed budget does contemplate the payment of \$256,200 in “Shared Services”.

5. Payment of real estate taxes is a basic carrying cost of the Property and directly protects the value of Northern Bank’s collateral. Northern Bank cannot consent to the use of its cash collateral to fund Shared Services or other expenses while real estate taxes attributable to the Property remain unpaid or are permitted to accrue interest and penalties. Continued use of cash collateral on that basis does not adequately protect Northern Bank’s interests.

6. Accordingly, Northern Bank respectfully requests that any sixth interim cash collateral relief be conditioned on the Debtors paying on or before October 1, 2026 the balance of the next quarterly payment of real estate taxes that is due in connection with the Property.

7. Northern Bank reserves all rights to amend or supplement this Third Limited Objection, to object to any proposed DIP financing or further revised budget, and to be heard at any future hearing. Northern Bank reserves all rights, claims, defenses, objections, and remedies in all respects.

Dated: September 8, 2026

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