UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
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In re:

4901 16th LLC,

Debtor.
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Case No. 25-40777-jmm

Chapter 11

FIFTH INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 361, 362 AND 363 AND RULES 4001(b), 4001(d) AND 9014 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AUTHORIZING DEBTOR'S USE OF CASH COLLATERAL

This matter having come before the Court upon the motion [ECF No. 14] (the "Motion") of 4901 16th LLC (the "Debtor"), the debtor in the above-captioned Chapter 11 case (the "Case"), an order pursuant to Sections 105, 361, 362 and 363 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code") and Rules 4001(b), 4001(d) and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"): (i) authorizing Debtor's use of cash collateral, (1) authorization for the Debtor to use Cash Collateral in accordance with the Budget (as such terms are defined below); The Court having considered the Motion, the Declaration of Bernard Gelbstein, Managing Member of the Debtor, the exhibits attached thereto, and the evidence and arguments submitted at the hearings held to date, with the most recent hearing being held on March 18, 2026 (collectively, the "Hearings"); and adequate notice of the Hearings having been provided in accordance with Bankruptcy Rules 4001 and 9014 and the Local Rules; and the objection [ECF Doc. No. 16] to the relief sought in the Motion filed by FinWise Bank (the "Pre-petition Lender") that asserts a first priority lien against the Debtor's real property and personal property assets (the "Collateral"), including, but not limited to any and all rents generated from or received by Debtor for its real property; and the Court previously granting relief on an interim basis for the Motion [ECF Nos. 20, 22, 28, 30]; and it appearing to the Court that granting the relief requested on a further interim basis is necessary to avoid immediate and irreparable harm to the Debtor and its estate pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtor and its estate; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE HEARINGS, AS CONTINUED, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Jurisdiction and Venue. This Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over these proceedings, and over the persons and property affected hereby. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought herein are Sections 361, 362 and 363 of the Bankruptcy Code, Bankruptcy Rules 4001(b), 4001(d) and 9014 and Local Rule 4001 -2. Venue for the Case and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Commencement of Case. On February 19, 2025, (the Petition Date"), the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of New York (the "Court") commencing this Case. The Debtor is continuing in the management and operation of its business and property as a debtor-in- possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Case. As of the date of this Order, the United States Trustee (the "U.S. Trustee") has not appointed an official committee of unsecured creditors in this Case (any such committee, the "Creditors' Committee").

C. Debtor's Stipulations. The Debtor admits, stipulates, acknowledges and agrees that (the following paragraphs (C)(i) through (C)(vi) are collectively defined as the "Debtor's

Stipulations"): (i) Cash Collateral. All of the Debtor's cash and cash equivalents, including the cash in certain of its deposit accounts, wherever located, whether as original Pre-petition Collateral or proceeds of other Pre-petition Collateral, constitutes cash collateral as such term is defined in Section 363(a) of the Bankruptcy Code (the "Cash Collateral") of the Pre-petition Lender.

D. Need for Use of Cash Collateral. An immediate and critical need exists for the Debtor to use the Cash Collateral to continue to operate its businesses in the ordinary course, and to generally conduct its business affairs so as to avoid immediate and irreparable harm to its estate and the value of its assets.

E. Business Judgment and Good Faith. Good cause has been shown for entry of this Order. The relief requested herein is necessary, essential and appropriate to aid the continuation of the Debtor's operations and the preservation and maintenance of its assets and business, absent which the Debtor's ability to maximize the value of its estate for the benefit of its creditors will be irreparably jeopardized, and the Debtor's customers will be significantly and adversely impacted. The authority granted herein to use the Cash Collateral is necessary to avoid immediate and irreparable harm to, and is therefore in the best interests of, the Debtor and its creditors and estate.

F. Notice. Notice of the Hearing on the Motion has been provided by the Debtor, whether by facsimile, email, overnight courier and/or hand delivery, to certain parties in interest, including: (i) the U.S. Trustee; (ii) the Internal Revenue Service; (iii) the parties included on the Debtor's list of twenty (20) largest unsecured creditors; (v) counsel to the Pre-petition Lender for itself and the Pre-petition Lender; and (vi) all other parties required to receive notice pursuant to Bankruptcy Rule 4001 or requesting to receive notice prior to the date hereof.

G. Based upon the foregoing findings and conclusions, the Motion and the record made before this Court, and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED that:

1. Authorization to Use Cash Collateral. (a) The Motion is granted on an interim basis on the terms set forth herein. Subject to the terms and conditions of this Order, the Debtor is authorized to use the Cash Collateral, solely up to the amounts, at the times, in accordance with and for the purposes identified in the Budget (as defined below), until the Termination Date (as defined below). This includes, but is not limited to, collecting rent from the tenants who rent units at 1409 16th Avenue, Brooklyn, NY 11204. The rents collected shall be utilized to pay the electric, water, and gas bills, property insurance premiums, and the real estate tax bills, as they become due and payable to the City of New York. Nothing in this Order shall authorize the disposition of any assets of the Debtor or its estate outside the ordinary course of business, or the Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted herein and in accordance with the Budget. The Debtor is expressly prohibited from using the Cash Collateral other than as expressly contemplated in this Order.

(b) Within three (3) business days after paying an expense allowed under the Budget, the Debtor shall provide to counsel to the Pre-petition Lender a copy of the invoice or bill that was paid and the amount paid.

2. Use of Cash Collateral. As set forth on the record of the continued Hearing on September 17, 2025, and as discussed during the most recent case status conferences held on November 12, 2025, and January 7, 2026 and the continued hearing on March 18, 2026, the records of which are incorporated herein by reference, and upon the consent of Finwise, the Debtor may use Cash Collateral from September 18, 2025 through and including May 22, 2026, (the "Termination" in accordance with the budget Motion (as defined below).

3. Continuation of Pre-petition Procedures. The Debtor shall continue its existing cash management system, and all of the Debtor's deposit accounts and amounts on deposit therein shall be subject to the Pre-petition Liens and the Adequate Protection Liens (as defined below).

4. Budget. The Cash Collateral provided by the Pre-petition Lender to the Debtor shall at all times be used in accordance with the Budget (as defined below).

(a) Generally. Attached as Exhibit A to the Interim Order Authorizing Debtors Use of Cash Collection [ECF Doc. No. 20] is an 8-week budget, including a budget for the expenses required to pay the electric, water, and gas bills, property insurance premiums, and the real estate tax bills, as they become due and payable to the City of New York. Together, these documents constitute the "Budget," which may be amended from time to time with the consent of the Pre-petition Lender. The Budget is incorporated herein by reference. The Budget reflects, on a line-item basis, the Debtor's anticipated cumulative cash receipts and expenditures on a weekly basis, as well as all necessary and required cumulative expenses that the Debtor expects to incur weekly, starting from the Petition Date.

(b) Budget Covenants. The cumulative aggregate cash operating disbursements by the Debtor must be no greater than 10% more than the cumulative aggregate amount thereof for such cumulative period as set forth in the Budget, (the "Permitted Variance").

(c) Adequate Protection Payment. The Debtor shall pay to the Pre-petition Lender as an adequate protection payment the sum of ten thousand two hundred and thirty -six ($10,236.00) dollars and no cents.

5. Modification of Automatic Stay. The automatic stay imposed under Section 362(a) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms, rights, benefits,

privileges, remedies and provisions of this Order without further notice to any party or motion or application to, order of, or hearing before this Court.

6. Granting of Adequate Protection Liens. (a) As adequate protection to secure any loss, decrease or decline in the value of the Collateral resulting from the use, sale or lease of the Collateral (including Cash Collateral) by the Debtor ("Post-Petition Loss"), the Debtor hereby grants to the Pre-petition Lender a continuing post-petition security interest ("Adequate Protection Lien") in all of the assets of the Debtor and all substitutions therefore, and proceeds therefrom, which are created, acquired and in which the Debtor obtains an interest subsequent to the filing of the petition herein, provided however, that such lien does not extend to any avoidance power recoveries available to the Debtor's estate.

(b) The Adequate Protection Lien will be subject only to the Pre-petition Lender's pre-petition liens and the Carve-Out (as defined below). Moreover, all liens recognized and granted under this Stipulation shall apply in the same priority as against other valid and enforceable secured claims asserted against the Debtor as existing prior to the Petition Date.

7. Perfection of Adequate Protection Liens. This Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, without limitation, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non- bankruptcy law) the Adequate Protection Liens, or to entitle the Pre-petition Lender to the priorities granted herein.

8. Carve-Out.

(a) As used in this Order, the "Carve-Out" means: (i) the quarterly fees and interest thereon required to be paid pursuant to 28 U.S.C. §1930(a)(6); (ii) any fees payable to the Clerk of the Court; and (iii) all reasonable fees and expenses incurred by a trustee under Section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed $10,000.00.

9. Reservation of Certain Third-Party Rights and Bar of Challenges and Claims. Nothing herein shall prejudice the rights of any party in interest with requisite standing, to: (i) seek to object to or to challenge the findings herein, the Debtor's Stipulations, or any other stipulations herein, including, but not limited to, those in relation to (A) the validity, extent, priority, characterization or perfection of the security interests and liens of the Pre-petition Lender with respect to the Pre-petition Collateral, or (B) the validity, allowability, priority, characterization, secured status or amount of the Pre-petition Obligations evidenced by the Pre-petition loan documents; or (ii) otherwise assert any claim or cause of action, including, without limitation, any derivative action, against the Pre-petition Lender.

10. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the Pre - petition Lender's right to seek any other or supplemental relief in respect of the Debtor; (b) any of the rights of the Pre-petition Lender under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request a modification of the automatic stay of Section 362 of the Bankruptcy Code; (ii) request modified or additional adequate protection; (iii) request dismissal of the Case, conversion of the Case to a case under Chapter 7, or appointment of a Chapter 11 trustee or examiner with expanded powers; or (iv) propose, subject to the provisions of Section 1121 of the Bankruptcy Code, a Chapter 11 plan; or (c) any other rights, claims or privileges (whether legal, equitable or otherwise) of the Pre-petition Lender. Notwithstanding

anything herein to the contrary, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtor's, any Creditors' Committee's or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Order. Nothing in this Order shall be construed as or deemed to constitute the consent of the Pre- petition Lender to the use, sale or lease of the Pre-petition Collateral, including the Cash Collateral, on any terms other than as expressly provided herein.

11. No Waiver by Failure to Seek Relief. The failure of a Pre-petition Lender to seek relief or otherwise exercise their rights and remedies under the Pre-petition loan documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the Pre-petition Lender.

12. Binding Effect of Order. Immediately upon execution by this Court, the terms and provisions of this Order shall become valid and binding upon and inure to the benefit of the Debtor, the Pre-petition Lender, all other creditors of the Debtor, any Creditors' Committee or other committee appointed in the Case, and all other parties in interest and their respective successors and assigns, including any trustee or other estate representative appointed in this Case or any successor case.

13. Survival. The provisions of this Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in the Case; (b) converting the Case to a case under Chapter 7 of the Bankruptcy Code; (c) dismissing the Case; (d) approving the sale of any Collateral pursuant to Section 363(b) of the Bankruptcy Code; or (e) pursuant to which this Court abstains from hearing the Case. Notwithstanding the entry of any such order, the terms and provisions of this Order, including the claims, liens, security interests

and other protections granted to the Pre-petition Lender pursuant to the Pre- petition loan documents, shall continue in full force and effect in the Case and shall maintain their priority until repayment in full has occurred.

14. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Order according to its terms.

15. The Hearing is hereby adjourned to **May 20, 2026, at 1:00 p.m.**, or such other time as the Court has calendar availability to hear the Parties on a further interim or final basis for the relief sought in the Motion.

Dated: March 25, 2026
Brooklyn, New York

Jil Mazer-Marino
United States Bankruptcy Judge