ORDERED in the Southern District of Florida on July 25, 2026.

Robert A. Mark, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:	CASE NO. 26-11867-RAM
BLOOM HOTELS 6060, LLC,[1]	Chapter 11
Debtor.	

_____/

INTERIM ORDER: (I) GRANTING DEBTOR'S *EXPEDITED* MOTION FOR INTERIM AND FINAL ORDERS APPROVING DEBTOR-IN-POSSESSION FINANCING PURSUANT TO 11 U.S.C. §§ 105, 362, 363, AND 364, AND GRANTING RELATED RELIEF; AND (II) SETTING DEADLINES AND FINAL HEARING ON AUGUST 24,2026 at 9:30 A.M

THIS CASE came before the Court for hearing on July 23, 2026, at 3:00 p.m. ("Interim Hearing") upon the *Debtor's Expedited Motion for Interim and Final Orders Approving Debtor-*

[1]The Debtor in this Chapter 11 case, along with the last four digits of the Debtor's federal tax identification number, is: BLOOM HOTELS 6060, LLC (4660). The mailing address and principal place of business of the Debtor is 2937 SW 27th Ave, Ste 201, Coconut Grove, FL 33133.

In-Possession Financing Pursuant to 11 U.S.C. §§ 105, 362, 363, and 364, Granting Related Relief; and Setting Final Hearing [Dkt. No. 78] (the "Motion") and the Response filed by De Paz Family Investments, LLC ("DPFI") [Dkt. No. 85] ("Response"). At the Interim Hearing, the Court heard presentations from counsel for the debtor and debtor-in-possession Bloom Hotels 6060, LLC ("Debtor"), DPFI, the Office of the United States Trustee ("UST"), and the City of Miami Beach (the "City") .

Pursuant to the Motion,[2] the Debtor seeks entry of interim and final orders authorizing it to obtain DIP Financing from 364 Capital, LLC ("DIP Lender") in the maximum amount of $2,545,000.00. The Debtor sought, on an interim basis, an initial $830,000.00 drawdown on the DIP Financing to commence work on the Property to mitigate the City Liens, with the specific work described in the Interim Funding Budget ("the Interim Funding").

As consideration for DIP Lender entering into the DIP Financing Commitment, agreeing to fund the Interim Funding upon entry of this Interim Order, and agreeing to fund the Final Funding upon entry of the Final DIP Financing Order, the Debtor agreed to, among other things, request that the Court grant DIP Lender the following protections: (i) a priming lien, pursuant to 11 U.S.C. § 364(d)(1), senior to all other liens, claims and encumbrances, including those identified in the Motion, on all of the Debtor's assets, including the Property, but excluding certain bankruptcy causes of action and the amounts funded in the Carve-Out,; (ii) a superpriority administrative expense claim, pursuant to 11 U.S.C. § 364(c)(1), senior to all claims of any nature, except for the amounts funded by the DIP Lender in the Carve-Out; and (iii) a good faith finding

[2] All capitalized terms in this Order not otherwise defined shall shave the meaning ascribed to them in the Motion.

under 11 U.S.C. § 364(e) protecting its rights under this Interim Order if a party in interest appeals this Interim Order.

As set forth in the Motion, and proffered by Debtor's counsel at the Interim Hearing, the Debtor was unable to obtain credit protected only by the lesser protections afforded under 11 U.S.C. § 364(a), (b) or (c), and the Debtor's Property is valued at $38,000,000.00 on an "As Is" fair market valuation based upon an appraisal from December 2025. The Court notes that in its Proof of Claim filed in this case at Claim No. 5, DPFI identified the value of the Property at $38,000,000.00.

The Court considered the Motion, together with the record and proffers and arguments of counsel at the Interim Hearing, and it appearing that obtaining and using the Interim Funding from DIP Lender is in the best interest of the Debtor, its estate, and its creditors and is essential for the operation of the Debtor's business on an interim basis, and for the reasons announced on the record at the Interim Hearing, which are expressly incorporated herein, the Court finds as follows:

A. On February 16, 2026 ("Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101, *et. seq.* ("Chapter 11 Case").

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; venue is proper before this Court pursuant to 28 U.S.C. § 1408; this matter is core pursuant to 28 U.S.C. § 157(b)(2)(D); and notice of the Motion and Interim Hearing thereon was sufficient under the circumstances and no other or further notice is necessary.

C. The Court determines that the Debtor has shown sufficient cause for entry of this Interim Order because the Debtor has met its burden, on an interim basis, under both 11 U.S.C. § 364(d)(1)(A) and (B), to show: (i) that it could not obtain financing under 11 U.S.C. § 364(a), (b)

or (c), and; (ii) that the pre-petition lienholders, which the DIP Lender's lien granted under this Interim Order is now senior, are adequately protected by the value of the Property.

D. The Debtor has shown that obtaining the DIP Financing and drawing down on the Interim Funding is in the proper exercise of its business judgment because the Debtor has an immediate and critical need to use the Interim Funding in accordance with the Interim Funding Budget to commence its efforts to mitigate the City Liens and continue to attempt to effectuate a reorganization of its financial affairs through a chapter 11 plan.

E. The protections the Debtor requested in favor of DIP Lender are: (i) provided for by Congress under 11 U.S.C. § 364(c)(1) and (d); and (ii) justified under the circumstances, and customary for lenders to receive when providing debtor-in-possession financing under the circumstances of this case.

F. As noted above, on an interim basis for purposes of the Interim Funding only, and without prejudice to any interested party challenging this finding as it pertains to the Final Funding, the Court finds that all parties holding any pre-petition liens, claims, or encumbrances on the Debtor's assets, including the Property, including those lienholders referenced in the Motion, are adequately protected by the equity cushion provided by the value of the Property that is in excess of all of the aggregated value of the liens on the Property, such that the Debtor has met its burden under 11 U.S.C. § 364(d)(1)(B) for the Court to granted DIP Lender a senior, priming lien under 11 U.S.C. § 364(d)(1).

G. In accordance with Bankruptcy Rule 4001(c), the Court finds that authorizing the Debtor to obtain credit from DIP Lender in the amount of the Interim Funding pursuant to this Interim Order is necessary to avoid immediate and irreparable harm to the Debtor's estate for the reasons stated on the record in open court, which are expressly incorporated into this Interim Order.

H. In accordance with 11 U.S.C. § 362 and Bankruptcy Rules 4001(a)(3) and 6004(h), good causes exists to grant DIP Lender stay relief to take reasonable and necessary steps to perfect its first-priority priming liens to the extent provided under the DIP Financing Commitment.

I. The DIP Financing described herein and in the DIP Financing Commitment is fair and reasonable; the DIP Lender and the Debtor negotiated in good faith and at arm's length; any extension of credit by the DIP Lender is in reliance upon and entitled to the protections afforded by sections 364(c), (d), and (e) of the Bankruptcy Code; and the DIP Financing is the best financing available to the Debtor.

The Court, therefore, **ORDERS** as follows:[3]

1. The Motion is **GRANTED** on an interim basis with a final hearing to be held on August 24, 2026, at 9:30 a.m. ("Final Hearing"), by Video Conference by Zoom for Government before the Honorable Robert A. Mark, United States Bankruptcy Judge. The hearing scheduled by this Order will take place only by video conference. DO NOT GO TO THE COURTHOUSE. Attorneys must advise their clients not to appear at the courthouse. Although conducted by video conference, the hearing is a court proceeding. The formalities of the courtroom must be observed. All parties must dress appropriately, exercise civility, and otherwise conduct themselves in a manner consistent with the dignity of the Court. To participate in the hearing, you must register in advance no later than 3:00 p.m., one business day before the date of the hearing. To register, click on or enter the following registration link in a browser:

https://www.zoomgov.com/meeting/register/vJIsduqrrTIsGwLENmZWZhscEHry3et9jXQ.

[3] This Interim Order shall constitute findings of fact and conclusions of law and shall become effective immediately upon its entry.

Any objections to the entry of an order granting the Motion on a final basis shall be filed by no later than 11:59 p.m. on August 21, 2026, after having undertaken a prefiling conferral with Debtor's counsel to resolve or narrow any objection. Any party seeking to participate in the Final Hearing shall comply with the deadlines set forth below:

FINAL HEARING DEADLINES	
Date	**Deadline**
August 19, 2026	Hearing participants shall file and serve witness and exhibit lists no later than this date.
August 21, 2026	Mr. Richard Valdes, the Debtor's principal, shall make himself available for deposition by no later than this date.
August 21, 2026	Except for Mr. Valdes, who is authorized to appear remotely at the Final Hearing, all hearing participants shall file and serve any motions to permit remote testimony no later than this date.
August 21, 2026	Any other depositions shall be conducted by no later than this date.

2. Any objections to entry of this Interim Order, including those set forth in the Response, and any others that have not been withdrawn, waived, resolved, or settled, and all reservations of rights included therein, are hereby **DENIED** and overruled; provided, however, that objections to entry of a final order pertaining to the Final Funding are reserved pending the Final Hearing.

3. The DIP Financing Commitment attached to this Interim Order is **APPROVED** on an interim basis, and incorporated herein in its entirety. The Debtor is **AUTHORIZED** to enter into and perform under the DIP Financing Commitment and any and all other documents contemplated thereby and to take all actions necessary or appropriate to effectuate the transactions contemplated by the DIP Financing Commitment. The DIP Financing Commitment and its terms are incorporated into this Interim Order in their entirety. In the event of any conflict between this Interim Order and the DIP Financing Commitment or any other document comprising the DIP Financing, this Interim Order shall control.

4. Pursuant to the terms and conditions of the DIP Financing Commitment, and to prevent immediate and irreparable harm to the Debtor's estate, the Debtor is **AUTHORIZED** to borrow up to $830,000.00 from the DIP Lender as the Interim Funding, immediately upon entry of this Interim Order, together with all other fees and costs payable pursuant to the DIP Financing Commitment and as set forth in the Interim Financing Budget.

5. The Debtor is **AUTHORIZED** and **DIRECTED** to perform all of its obligations under the DIP Financing Commitment and is directed to pay, in accordance with this Interim Order and the DIP Financing Commitment, as set forth in the Interim Financing Budget, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Financing Commitment and as set forth in the Interim Financing Budget as such amounts become earned, due, and payable, without need to obtain further Court approval, , and the reasonable and documented fees and disbursements of the DIP Lender's attorneys, advisors, accountants, and other consultants, in each case to the extent reimbursable under the DIP Financing Commitment and as set forth in the Interim Financing Budget. The Debtor is further **AUTHORIZED** and **DIRECTED** to take any other actions that may be necessary or appropriate to perform its obligations under this Interim Order and the DIP Financing Commitment.

6. The funding of the Final Funding shall remain subject to entry of the Final DIP Financing Order.

7. The Debtor shall use the Interim Funding in accordance with the Interim Funding Budget, subject to such variances as are permitted by this Interim Order and the DIP Financing Commitment, only for the purposes specifically set forth in this Interim Order, the DIP Financing Commitment, and the Interim Funding Budget, and in compliance with the terms and conditions

thereof; provided, however, that all amounts included in the Interim Funding Budget for professional fees shall be earmarked and advanced for that purpose.

8. The DIP Lender's obligation to fund shall be expressly conditioned upon the satisfaction of and compliance with all conditions set forth in the DIP Financing Commitment. All disbursements of the Interim Funding shall be made by the DIP Lender following entry of this Interim Order and in conformity with the DIP Financing Commitment, including the Interim Funding Budget.

9. The Debtor is **AUTHORIZED** and **DIRECTED** to grant to DIP Lender and DIP Lender is so **GRANTED** the following protections under 11 U.S.C. § 364 for the Interim Funding advanced by DIP Lender to the Debtor under the DIP Financing Commitment and this Interim Order:

a. First-Priority Priming Lien. Pursuant to 11 U.S.C. § 364(d)(1), the DIP Lender is granted, and the Interim Funding actually advanced under the DIP Financing Commitment and this Interim Order shall be secured by, first-priority senior secured liens (the "First-Priority Priming Liens") on all real and personal property and all other property interests, real, personal, or intangible, now owned or hereafter acquired by the Debtor, including the Property, contract rights, and property interests acquired following the closing of the Interim Funding, but excluding the Carve-Out and causes of action arising under sections 544, 545, 547, 548, 549, 553(b), 723(a), or 724(a) of the Bankruptcy Code (collectively, the "DIP Collateral"). Subject to the Carve Out, the First-Priority Priming Liens shall be senior to DPFI's liens based upon its foreclosure judgment and all other prepetition or postpetition liens, claims, encumbrances, or interests in the DIP Collateral, including those referenced in the Motion.

b. Perfection of First-Priority Priming Liens. Subject to the Carve-Out, the First-Priority Priming Liens shall be effective and perfected upon entry of this Interim Order up to the amount of the Interim Funding, without the necessity of the execution, recordation, or filing by the Debtor or the DIP Lender of any mortgages, security agreements, control agreements, pledge agreements, financing statements, or similar documents or instruments. This Interim Order shall constitute conclusive evidence of the priority, perfection, and validity of the First-Priority Priming Liens up to the amount of the Interim Funding without the necessity of filing, serving, or recording any financing statements, mortgages, deeds of trust, or other agreements, documents, or instruments otherwise required under federal or state law.

c. Superpriority Administrative Expense Claim. Subject only to the Carve-Out, the DIP Lender is granted a superpriority administrative expense claim equal to the Interim Funding actually advanced and all amounts due under the DIP Financing Commitment, pursuant to 11 U.S.C. § 364(c)(1), 503(b), and 507(b), with priority over all other administrative expense claims (the "Superpriority DIP Claim"). The Superpriority DIP Claim shall have priority over any and all other obligations, liabilities, and indebtedness of the Debtor, other than the Carve-Out, of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, including, to the extent allowed under the Bankruptcy Code, any and all administrative expense claims and unsecured claims against the Debtor or its estate, at any time existing or arising, of any kind or nature whatsoever, including claims specified in or ordered pursuant to sections 105, 328, 330, 331, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 726, 1113, and 1114 of the Bankruptcy Code. No

lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the Superpriority DIP Claim.

d. Protection of DIP Lender's Liens and Claims. The First-Priority Priming Liens shall not be primed, surcharged, altered, impaired, marshaled, or otherwise adversely affected in any way without the DIP Lender's consent. No claim or expense, other than the Carve-Out, shall have priority over or be *pari passu* with the First-Priority Priming Liens or the Superpriority DIP Claim.

e. Good-Faith Finding. The extension of credit and financial accommodations under the DIP Financing Commitment was negotiated and made in good faith. Pursuant to 11 U.S.C. § 364(e), any reversal or modification on appeal of this Interim Order or any final order authorizing the Debtor to obtain credit, incur debt, and grant a senior lien in favor of the DIP Lender shall not affect the validity of the debt incurred, the First-Priority Priming Liens granted, or the superpriority administrative expense status allowed in favor of the DIP Lender, whether or not the DIP Lender knew of the pendency of the appeal, unless such authorization, the incurrence of such debt, or the granting of such lien was stayed pending appeal before the applicable extension of credit was funded..

10. Notwithstanding the automatic perfection provided herein, the automatic stay pursuant to 11 U.S.C. § 362 is **MODIFIED** to the extent necessary to permit the DIP Lender to take any reasonable steps to evidence, confirm, or further to perfect its first-priority priming lien granted under this Interim Order.

11. The terms of this Interim Order shall be binding upon and inure to the benefit of the Debtor and the DIP Lender and their respective successors and assigns. This Interim Order shall also bind any trustee hereafter appointed or elected for the estate of the Debtor, whether in

this chapter 11 case or following conversion of this case to a case under chapter 7 of the Bankruptcy Code. This Interim Order shall remain binding and effective notwithstanding conversion of this case to a case under any other chapter of title 11 of the United States Code.

12. Notwithstanding the provisions of Rule 6004(h) or any other rule of provision of the Bankruptcy Code, this Order shall be immediately effective and enforceable upon its entry.

13. The First-Priority Priming Liens shall not be subject to surcharge pursuant to section 506(c) of the Bankruptcy Code or otherwise.

14. The Carve-Out set forth in the Interim Financing Budget is **APPROVED** and the DIP Lender shall fund the Carve-Out directly to Debtor's counsel's trust account to be held in trust for payment of Debtor's counsel's attorneys' fees in accordance with 11 U.S.C. § 330 and only disbursed upon entry of a further order of this Court after notice and a hearing. Provided, however, Debtor's counsel agreed to not seek compensation from the Carve-Out for any services performed for the Debtor that challenge, object to, or seek to modify the protections provided to DIP Lender in decretal paragraph 9 of this Interim Order or such similar protections provided to DIP Lender in any Final DIP Financing Order.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Interim Order and the DIP Financing Commitment.

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Submitted by:

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The party submitting this order shall serve a copy of the signed order on all parties entitled to service hereof and file with the court a certificate of service conforming with Local Rule 2002-1(F).