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FILED & ENTERED

MAY 15 2026

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY francis DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re OCEANWIDE PLAZA LLC, Debtor.	Case No.: 2:24-bk-11057-DS Chapter 11 **ORDER APPROVING FIFTH STIPULATION AUTHORIZING DEBTOR TO AMEND POST-PETITION FINANCING FOR CRITICAL EXPENSES AND EXTEND MATURITY DATE**

The court having reviewed and considered the "Fifth Stipulation Authorizing Debtor to Amend Post-Petition Financing for Critical Expenses and Extend Maturity Date" (the "Stipulation," Docket No. 961)[1] and good cause appearing,

IT IS HEREBY ORDERED that the Stipulation is approved as follows:

1. The Debtor is authorized to amend the borrowing under the DIP Loan to increase the maximum DIP Loan amount to $21,619,401 (exclusive of interest on the amounts borrowed and counsel fees and other costs payable to the DIP Lender under the DIP Financing Orders and related agreements); provided, however, that the Debtor may not borrow in excess of $20,685,611

[1] Capitalized terms not defined herein are used as defined in the Stipulation.

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unless and until the DIP Lender has agreed in writing to fund the difference between the Requested Amount and the Currently Agreed Amount.

2. If an Updated Revised Budget is approved by the Consulting Parties and KPCS, Debtor may file such Updated Revised Budget with the court. Following the filing of the Updated Revised Budget with the court, the Updated Revised Budget will replace the Revised Budget for purposes of the DIP Facility. In the event the DIP Lender does not agree to fund the Difference in whole or in part, the Debtor and the DIP Lender will revise the Revised Budget (or the Updated Revised Budget, as applicable) to reflect the actual authorized borrowing amount.

3. The Debtor is authorized (without the need for further order of the court) to borrow under the DIP Facility in accordance with: (a) the Revised Budget; and (b) following the filing of the Updated Revised Budget, if any, the Updated Revised Budget; provided, however, that in no event may total borrowing through July 31, 2026 exceed the Currently Agreed Amount plus the Approved Difference, if any, without further agreement of the DIP Lender

4. The Consulting Parties do not object to the Debtor's additional borrowing under the DIP Facility for use in accordance with the Revised Budget and the Updated Revised Budget, as applicable, and the terms of the Stipulation.

5. The maturity date of the DIP Facility is extended to July 31, 2026.

6. The Debtor is authorized to enter into amendments and supplements to the Loan Documents (as defined in the Original DIP Financing Order), as amended and supplemented through the DIP Financing Orders, as may be necessary to evidence and secure the additional DIP Financing agreed to through the Stipulation, and the Debtor and the DIP Lender are authorized and empowered to take such other actions as are necessary to effectuate such further amendments and supplements and the terms of the Stipulation, including without limitation the recordation of such amendments to the Loan Documents and DIP Financing Amendment Documents without further order of the court.

7. The Debtor waives any right it may otherwise have to seek to surcharge the Property or assert surcharge claims against the Secured Creditors under Bankruptcy Code § 506(c).

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8. The Debtor further waives any right it may otherwise have to assert any claims or arguments with respect to proceeds, products, offspring, or profits of the Property under Bankruptcy Code § 552(b), including without limitation any claims based on the "equities of the case" exception thereunder, against the Secured Creditors. Notwithstanding the foregoing waivers set forth in Paragraph 7 and this Paragraph 8, nothing herein may be construed to limit or waive the Debtor's right to pursue any avoidance actions or other claims under Chapter 5 of the Bankruptcy Code or applicable state law against any party other than the Secured Creditors.

9. Except as expressly provided for herein, nothing in the Stipulation or this order is intended to or may modify the terms of the DIP Financing Orders, or any related Loan Documents entered in connection therewith, whether executed prior to or after the execution of the Stipulation.

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Date: May 15, 2026

Deborah J. Saltzman
United States Bankruptcy Judge

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