

**ENTERED**

June 22, 2026

Nathan Ochsner, Clerk

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**


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|                                                       |                           |
|-------------------------------------------------------|---------------------------|
| In re:                                                | §                         |
|                                                       | § Chapter 11              |
|                                                       | §                         |
| LURIN REAL ESTATE HOLDINGS XXI,<br>LLC, <i>et al.</i> | § Case No. 26-90344 (ARP) |
|                                                       | §                         |
| Debtors. <sup>1</sup>                                 | § (Jointly Administered)  |
|                                                       | §                         |
|                                                       | §                         |
|                                                       | §                         |

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**STIPULATION AND AGREED ORDER REGARDING THE CITY OF DALLAS’  
MOTION FOR DETERMINATION THAT CITY OF DALLAS HAS AN EXCEPTION TO  
THE AUTOMATIC STAY AS A GOVERNMENTAL UNIT EXERCISING ITS POLICE  
AND REGULATORY POWER PURSUANT TO 11 U.S.C. § 362(B)(4)**

[Relates to Docket Nos. 271 & 272]

This stipulation and agreed order (the “Stipulation and Agreed Order”) is entered into by and among (i) the above-captioned debtors and debtors in possession (collectively, the “Debtors”) and (ii) the City of Dallas (the “City” and together with the Debtors, the “Parties”) regarding the *City of Dallas’ Motion for Determination That City of Dallas Has an Exception to the Automatic Stay as a Governmental Unit Exercising Its Police and Regulatory Power Pursuant to 11 U.S.C. § 362(b)(4)* [Docket No. 271] (the “Motion”). The Parties hereby stipulate and agree as follows:

WHEREAS, on March 2, 2026, and numerous dates thereafter, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”).

WHEREAS, on March 30, 2026 (the “Petition Date”), Lurin Real Estate Holdings XXXVIII, LLC (“46Eleven”) filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Lurin/Home-Index>. The location of the Debtors’ service address is: 2101 Cedar Springs, Suite 1050, Dallas, TX 75201.

WHEREAS, 46Eleven owns a certain piece of real property located at 4611 Samuell Blvd, Dallas, Dallas County Texas, 75228 (the “Property”), and operates it as an apartment complex.

WHEREAS, on September 24, 2025, the City filed its *Original Petition, Verified Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunction and the Appointment of Receiver* (the “State Court Petition”) against 46Eleven and *in rem* against the Property (collectively, the “State Court Defendants”) beginning Cause No. DC-25-18343 (the “State Court Lawsuit”) before the 44th Judicial District Court of Dallas County, Texas (the “State Court”).

WHEREAS, on April 15, 2026, in connection with a sales process involving the Property (the “Sales Process”), the Debtors filed the *Debtors’ Emergency Motion for Entry of Orders (I) Approving Bidding Procedures for the Sale of Substantially All Assets of the Round 2 Debtors, (II) Approving Bid Protections, (III) Scheduling Certain Dates with Respect Thereto, (IV) Approving the Form and Manner of Notice Thereof, (V) Approving Contract Assumption and Assignment Procedures, (VI) Authorizing Designation of Stalking Horse Bidders, and (VII) Granting Related Relief* [Docket No. 161], and on April 30, 2026, the Court entered the order approving bidding procedures for the sale of substantially all assets of 46Eleven [Docket No. 248].

WHEREAS, on May 6, 2026, the City filed the Motion as well as a proposed order granting the Motion [Docket No. 272], which seeks to confirm the stay does not apply to prevent the City from pursuing the State Court Lawsuit (and all relief sought therein, except the appointment of a receiver).

WHEREAS, on June 4, 2026, the Parties filed a *Notice of Stipulation Extending Deadline to Respond to and Hearing on the City of Dallas’ Motion for Determination That City of Dallas*

*Has an Exception to the Automatic Stay as a Governmental Unit Exercising Its Police and Regulatory Power Pursuant to 11 U.S.C. § 362(b)(4)* [Docket No. 372].

WHEREAS, the Debtors and City of Dallas have engaged in arm's-length negotiations and have agreed to resolve the Motion on the terms set forth herein, which the Parties believe are in the best interests of the Debtors' estates, the City, and the residents of the Property.

**IT IS THEREFORE STIPULATED BY THE PARTIES AND HEREBY ORDERED THAT:**

1. The Parties agree to not pursue discovery or litigation on the merits of the City's claims (including without limitation any efforts to liquidate any penalties or fees relating to same) in the State Court Lawsuit for a period thirty (30) days from the date of the closing of the Sale pursuant to the Sale Process (the "Standstill Period").

2. Notwithstanding the Standstill Period, nothing in this Stipulation and Agreed Order shall preclude the City from seeking preliminary injunctive relief from the State Court, or otherwise having the State Court oversee the remediation process at the Property, in each case solely in furtherance of the City's exercise of its police and regulatory powers to protect the public health and safety of the residents of the Property. For the avoidance of doubt, the City's right to seek such relief shall not include the right to seek the appointment of a receiver over the Property or to redirect rents or income of the Property, without further order of this Court. Nothing herein shall prohibit the Debtors from seeking relief from the Bankruptcy Court to the extent that actions being requested by the City to the State Court would unduly interfere with the Debtors' ability to market and complete the Sale Process of the Property.

3. The Debtors shall work cooperatively with the City and its code-enforcement and fire department personnel to remediate the alleged violations at the Property and thereafter,

continuously comply with applicable provisions of the Dallas City Code, including in accordance with 28 U.S.C. § 959(b).

4. At 4611 Samuell Blvd., Debtors shall abate the alleged ordinance violations according to the following schedule, which may be amended pursuant to written agreement of the Parties:

- a. Within fifteen (15) days of the date of this Stipulation and Agreed Order, Debtors shall:
  - i. submit a rental registration application or annual renewal application that fully complies with Section 27-31 before operating a rental property or otherwise allowing a dwelling unit in a rental property to be occupied or leased, as required by **Section 27-30(a) of the Dallas City Code**;
  - ii. submit a rental registration application or annual renewal application that fully complies with Section 27-31 before allowing a dwelling unit in a rental property to be occupied or leased, as required by **Section 27-30(c) of the Dallas City Code**;
  - iii. obtain a required operation permit to conduct cutting or welding operations within the jurisdiction, as required by **Section 105.5.12 of the Dallas Fire Code**;
  - iv. prohibit the storage, operation or repair within a building of fueled equipment including, but not limited to, motorcycles, mopeds, lawn-care equipment, portable generators, and portable cooking equipment, as required by **Section 313.1 of the Dallas Fire Code**;
  - v. prohibit the storage of gas containers inside of buildings except in accordance with Section 6109.9, as required by **Section 605.5.2.3.4 of the Dallas Fire Code**;
  - vi. install and maintain portable fire extinguishers in accordance with this section and NFPA 10, as required by **Section 906.2 of the Dallas Fire Code**;
  - vii. prohibit the obstruction of and ability to observe portable fire extinguishers, as required by **Section 906.6 of the Dallas Fire Code**;
  - viii. maintain 30 inch clearance to electrical equipment and maintain storage 18 inches below sprinkler heads and 24 inches below the ceiling in non-sprinkled buildings, as required by **Sections 603.4 315.3.1 of the Dallas Fire Code**;
  - ix. provide approved covers for all switch and electrical outlets and prohibit open junction boxes and open-wiring splices, as required by **Section 603.2.2 of the Dallas Fire Code**;
  - x. prohibit the location and use of open- flame cooking devices, charcoal grills and other similar devices used for cooking on combustible balconies, decks,

- or within 10 feet (3048 mm) of combustible construction and prohibit the storage of such items in boiler rooms, mechanical rooms, and fire command centers , as required by **Sections 308.1.4 and 315.3.3 of the Dallas Fire Code**;
- xi. prohibit the use of portable outside fireplaces within 15 feet of a structure or combustible material, as required by **Section 307.4.3 of the Dallas Fire Code**;
  - xii. prohibit the throwing, placing, or causing the throwing or placing of a lighted match, cigar, cigarette, matches, or other flaming or glowing substance or object on any surface or article where it can cause an unwanted fire, as required by **Section 308.1.2 of the Dallas Fire Code**;
  - xiii. abate unsafe conditions and electrical hazards, as required by **Section 603.2 of the Dallas Fire Code**;
  - xiv. maintain all fixed air conditioning systems, including air conditioning unit covers, panels, conduits, and disconnects, in operating condition, properly attached, as required by **Section 27-11(e)(1)(A)(ii) of the Dallas City Code**;
  - xv. maintain provided appliances in a rental dwelling unit; including portable heating units, portable air conditioning units, cook stoves, refrigerators, dishwashers, garbage disposals, ventilation hoods, washing machines, and clothes dryers, and appliances connections, in operating condition, as required by **Section 27-11(e)(3) of the Dallas City Code**;
  - xvi. maintain all electrical equipment and materials in operating condition, as required by **Section 27-11(g)(1) of the Dallas City Code**;
  - xvii. maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances, equipment, and fixtures, and maintain them in operating condition, as required by **Section 27-11(g)(2) of the Dallas City Code**;
  - xviii. maintain all electric light fixtures located adjacent to exterior doors of all buildings or structures in operating condition, as required by **Section 27-11(g)(4) of the Dallas City Code**;
  - xix. where evidence of an infestation exists, eliminate the infestation using a person licensed under the Texas Structural Pest Control Act, as amended, and repair any condition that contributes to that infestation, as required by **Section 27-11(i)(1)(A) of the Dallas City Code**;
  - xx. provide and maintain security devices in each dwelling unit as required by Sections 92.153, 92.154, and 92.155 of the Texas Property Code, as amended, as required by **Section 27-11(j) of the Dallas City Code**;
  - xxi. maintain any bars, grilles, grates, and security devices in operating condition, as required by **Section 27-11(d)(12) of the Dallas City Code**;
  - xxii. maintain all handrails and guardrails in operating condition and securely fastened and anchored, as required by **Section 27-11(d)(15)(A) of the Dallas City Code**;

b. Within thirty (30) days of the date of this Stipulation and Agreed Order, Debtors shall:

- i. where damaged, materials used to protect membrane- and through-penetrations shall be replaced or restored with materials or systems that meet or exceed the code requirements applicable at the time when the assembly was constructed, remodeled or altered, as required by **Section 703.2 of the Dallas Fire Code**;
- ii. prohibit the use of extension cords as a substitute for permanent wiring, as required by **Section 603.6 of the Dallas Fire Code**;
- iii. maintain the lint trap, mechanical and heating components, and the exhaust duct system of a clothes dryer in accordance with the manufacturer's operating instructions to prevent the accumulation of lint or debris that prevents the exhaust of air and products of combustion, as required by **Section 610.1.2 of the Dallas Fire Code**;
- iv. maintain structural members free from deterioration so that they are capable of safely supporting imposed dead and live loads, as required by **Section 27-11(d)(1) of the Dallas City Code**;
- v. connect and maintain all plumbing fixtures in operating condition, as required by **Section 27-11(f)(3)(C) of the Dallas City Code**;
- vi. maintain all plumbing pipes, fittings, and valves necessary to supply and conduct natural fuel gases, sanitary drainage, storm drainage, or portable water in operating condition, as required by **Section 27-11(f)(1)(A) of the Dallas City Code**;

c. Within forty-five (45) days of the date of this Stipulation and Agreed Order, Debtors shall:

- i. obtain an annual permit for the operation of limited access gates which obstruct fire apparatus access roads, as required by **Sections 105.5.55, O104.2, O104.3, and O104.1.4 of the Dallas Fire Code**;
- ii. maintain the gate opening system. The gate opening system shall be serviced on a regular basis and maintained in an approved operating condition, as required by **Section O104.5 of the Dallas Fire Code**;
- iii. conduct a performance test annually to verify proper operation of equipment, as required by **Section O104.6 of the Dallas Fire Code**;
- iv. if provided, limited access gates installed across pedestrian walkways must swing in the direction of egress travel and such gates using Simplex-style doorknob locks shall conform with fire department access windows with minimum dimensions of 9 inches by 12 inches and must include a hasp for the Dallas Fire Department Knox padlock that is compatible with the Dallas Fire-Rescue Department Knox security key, as required by **Section O104.4 of the Dallas City Code**;

- v. repair all cracked or loose plaster, wood, other defective surface conditions, as required by **Section 27-11(d)(9)(E) of the Dallas City Code**;
- d. Within sixty (60) days of the date of this Stipulation and Agreed Order, Debtors shall:
  - i. maintain all flooring in operating condition, free from holes, cracks, decay, and trip hazards, as required by **Section 27-11(d)(6) of the Dallas City Code**;
  - ii. maintain the glass surfaces of exterior windows and skylights so that they are weather-tight and in operating condition, as required by **Section 27-11(d)(10) of the Dallas City Code**;
  - iii. maintain gutters and downspouts, if any, in operating condition and securely fastened, as required by **Section 27-11(d)(3)(B) of the Dallas City Code**;
  - iv. maintain exterior doors so that they are weather-tight and in operating condition, as required by **Section 27-11(d)(11) of the Dallas City Code**; and
  - v. all repairs in a workmanlike manner and in accordance with all applicable federal, state, and local laws, rules, and regulations, including the construction codes, as required by **Section 27-11(e)(1)(A)(ii) of the Dallas City Code**.

5. Debtors shall ensure that all necessary permits are obtained prior to remedying any and all alleged violations, that the work is performed in a good and workmanlike manner, and that the repairs are conducted, and the Property is maintained in accordance with the Dallas City Code and Dallas Fire Code and all other applicable local, state, and federal laws.

6. Debtors shall make the Property, including the interior of the Property, available for inspection to determine compliance with this Agreement at **10:00 AM, the first Monday of each month, beginning July 6, 2026**, unless otherwise agreed in writing by the Parties. The City reserves the right to inspect the interior and exterior of the Property, even if unscheduled, should a major life-safety violation arise.

7. Nothing in this Stipulation and Agreed Order shall constitute an admission by the Debtors that the State Court Lawsuit or the relief sought therein falls within the exception to the

automatic stay provided by 11 U.S.C. § 362(b)(4), and the Debtors reserve all rights, claims, and defenses with respect to the applicability of the automatic stay and the section 362(b)(4) exception.

8. Upon the expiration of the Standstill Period, the City may seek to prosecute the State Court Lawsuit, including liquidating any claims for monetary relief before the State Court. For the avoidance of doubt, enforcement or collection of any monetary judgment from the State Court Lawsuit shall remain subject to the claims allowance process in these Chapter 11 Cases. Either party may seek to extend or modify the Standstill Period by further agreement or by motion to this Court.

9. The Motion is resolved by this Stipulation and Agreed Order, and the hearing on the Motion is vacated.

10. This Stipulation and Agreed Order does not reflect a compromise or resolution of the disputed matters between the Parties and shall not constitute, and shall not be construed as, an admission of liability, entitlement, or any determination of wrongdoing by any party.

11. The Parties are authorized to take such actions as are necessary or appropriate to implement the terms of this Stipulation and Agreed Order

12. Notwithstanding any rule of the Federal Rules of Civil Procedure or the Federal Rules of Bankruptcy Procedure to the contrary, the terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon its entry.

13. Notice of this Stipulation and Agreed Order is deemed good and sufficient, and in full satisfaction of the Federal Rules of Civil Procedure, the Federal Rules of Bankruptcy Procedure, and this Court's Local Rules and Orders.

14. The Court retains exclusive jurisdiction to hear and determine all matters arising from or related to implementation, interpretation, and enforcement of this Stipulation.

Signed: June 19, 2026

  
Alfredo R Pérez  
United States Bankruptcy Judge

[Signature Page to Follow]

/s/ Megan Young-John

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