UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
	§	
LURIN REAL ESTATE HOLDINGS XXI, LLC, *et al.*	§	Case No. 26-90344 (ARP)
	§	
	§	(Jointly Administered)
Debtors.[1]	§	
	§	
	§	

SECOND CERTIFICATE OF COUNSEL RELATED TO THE PALMIERE DEBTOR AND LORIENT DEBTOR'S EMERGENCY MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL; (II) GRANTING ADEQUATE PROTECTION; (III) MODIFYING THE AUTOMATIC STAY; (IV) SCHEDULING A FINAL HEARING; AND (V) GRANTING RELATED RELIEF

[Relates to Docket Nos. 322, 345, and 346]

Pursuant to the *Procedures for Complex Chapter 11 Cases in the Southern District of Texas* (the "Complex Case Procedures"), the undersigned counsel for the above-captioned debtors (collectively, the "Debtors") certifies as follows:

1. On May 20, 2026, Lurin Real Estate Holdings XXII, LLC (the "Palmiere Debtor") and Lurin Real Estate Holdings XXVI, LLC (the "Lorient Debtor" and together with the Palmiere Debtor, the "Debtors") filed the *Palmiere Debtor and Lorient Debtor's Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection; (III) Modifying the Automatic Stay; (IV) Scheduling A Final Hearing; and (V) Granting Related Relief* [Docket No. 322] (the "Motion").

[1] 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.

18451490

2. On May 21, 2026, the Official Committee of Unsecured Creditors (the "Committee") filed the *Objection by the Official Committee of Unsecured Creditors to Palmiere Debtor and Lorient Debtor's Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 327]. That same day, counsel for the Federal National Mortgage Association filed the *Federal National Mortgage Association's Reply to Objection of Committee of Unsecured Creditors* [Docket No. 334] (the "Reply").

3. On May 26, 2026, the Debtors filed the *Certificate of Counsel Related to the Palmiere Debtor and Lorient Debtor's Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral; (II) Granting Adequate Protection; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 345] (the "First Certificate of Counsel"), which attached the *Agreed Interim Order Authorizing Palmiere Debtor and Lorient Debtor to Use Cash Collateral of Federal National Mortgage Association and Providing Adequate Protection* (the "First Interim Order").

4. The Court entered the First Interim Order on May 26, 2026 [Docket No. 346].

5. Attached hereto as **Exhibit A** is a redline of the proposed *Second Interim Order Authorizing Palmiere Debtor and Lorient Debtor to Utilize Cash Collateral of Federal National Mortgage Association and Providing Adequate Protection* (the "Proposed Second Interim Order") compared to the First Interim Order.

6. Counsel for the Committee and counsel for the Federal National Mortgage Association have consented to entry of the Proposed Second Interim Order.

7. For these reasons, the Debtors respectfully request that the Court enter the attached Proposed Second Interim Order at the Court's earliest convenience.

Dated: June 12, 2026
Houston, Texas

/s/ M. Shane Johnson
PORTER HEDGES LLP
Joshua W. Wolfshohl (TX 24038592)
Aaron J. Power (TX 24058058)
M. Shane Johnson (TX 24083263)
Megan Young-John (TX 24088700)
James A. Keefe (TX 24122842)
1000 Main Street, 36th Floor
Houston, Texas 77002
Telephone: (713) 226-6000
Fax: (713) 226-6248
jwolfshohl@porterhedges.com
apower@porterhedges.com
sjohnson@porterhedges.com
myoung-john@porterhedges.com
jkeefe@porterhedges.com

COUNSEL FOR DEBTORS AND DEBTORS IN POSSESSION

CERTIFICATE OF SERVICE

I certify that on June 12, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ M. Shane Johnson
M. Shane Johnson

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

	§	
In re:	§	Chapter 11
	§	
LURIN REAL ESTATE HOLDINGS XXI,	§	Case No. 26-90344 (ARP)
LLC, *et al.*	§	
	§	(Jointly Administered)
Debtors.[1]	§	
	§	
	§	

~~AGREED~~SECOND INTERIM ORDER AUTHORIZING PALMIERE DEBTOR AND LORIENT DEBTOR TO USE CASH COLLATERAL OF FEDERAL NATIONAL MORTGAGE ASSOCIATION AND PROVIDING ADEQUATE PROTECTION

[Relates to Docket ~~No~~Nos. 322 and 346]

Upon the Emergency Motion for Use of Cash Collateral [Docket No. 322] (the "Motion") of Lurin Real Estate Holdings XXII, LLC (the "Palmiere Debtor") and Lurin Real Estate Holdings XXVI, LLC (the "Lorient Debtor," and collectively with the Palmiere Debtor, the "Debtors"), as debtors and debtors-in-possession, seeking entry of ~~an~~a second interim order and a final order (the "Final Order") authorizing use of cash collateral of Federal National Mortgage Association ("Fannie Mae") pursuant to sections 105, 361, 362, and 363 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 4001-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas, and the Procedures for Complex Cases in the Southern District of Texas, and upon the proceedings held before this Court and good and

[1] 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.

sufficient cause appearing therefore; and upon agreement of the Debtors and Fannie Mae to entry of this Order (the "Second Interim Order"),

THE COURT HEREBY FINDS:

A. To the extent any findings of fact may herein constitute conclusions of law, and vice versa, they are hereby deemed as such.

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. On April 21, 2026 (the "Petition Date"), the Debtors filed voluntary petitions under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors continue in possession and management of their business pursuant to sections 1107 and 1108 of the Bankruptcy Code. On May 5, 2026, the U.S. Trustee appointed a three-member official committee of unsecured creditors (the "Committee"). [Docket No. 265].

D. On May 26, 2026, the Court entered the *Agreed Interim Order Authorizing Palmiere Debtor and Lorient Debtor to Use Cash Collateral of Federal National Mortgage Association and Providing Adequate Protection* [Docket No. 346] (the "Interim Order").

E. ~~D.~~ The Palmiere Debtor is the owner of certain real property located at 4435 Marlane Drive Pensacola, Florida 32526, which real property and the apartment buildings and improvements located thereon are hereinafter referred to as the "Palmiere Property." A copy of the legal description of the Palmiere Property ~~is~~was attached ~~hereto~~to the Interim Order as Exhibit A and is incorporated herein by reference.

F. ~~E.~~ The Lorient Debtor is the owner of certain real property located at 110 Creekside Court Pensacola, Florida 32514, which real property and the apartment buildings and improvements located thereon are hereinafter referred to as the "Lorient Property," and collectively with the Palmiere Property, the "Properties" and, individually, each a "Property"). A copy of the legal description of the Lorient Property ~~is~~was attached ~~hereto~~to the Interim Order as Exhibit B and is incorporated herein by reference.

G. ~~F.~~ Each Debtor's case is a "single asset real estate" case as defined in 11 U.S.C. § 101(51B).

H. ~~G.~~ Prior to, on and after the Petition Date, the Debtors have received and collected, and continue to receive and collect, rents, issues, proceeds, profits, accounts receivable, (collectively, the "Rents") arising from the Properties. The Rents constitute cash collateral of Fannie Mae within the meaning of section 363(a) of the Bankruptcy Code.

I. ~~H.~~ The Debtors request the use of their respective Rents and all other income they each receive, including, but not limited to, all: (a) cash; and (b) cash equivalents, whether in the form of cash, negotiable instruments, documents of title, securities, deposit accounts, or in any other form, which represent income, proceeds, products, rents or profits of the Prepetition Collateral (as defined below), whether on hand as of the Petition Date or collected thereafter, and all other "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code (collectively, the "Cash Collateral") in order to operate such Debtor's Property, provide services to tenants of such Debtor's Property, administer such Debtor's chapter 11 case and pursue a sale of such Debtor's Property.

J. ~~I.~~ Fannie Mae has a first-position lien on, and security interest in (the "Palmiere Prepetition Liens"), the Palmiere Property, Cash Collateral, and certain personal property (the "Palmiere Personal Property") pursuant to the following instruments (collectively, the "Palmiere Loan Documents"), as more fully described in the Palmiere Loan Documents (the "Palmiere

Prepetition Collateral"), which shall be subject and subordinate to the Carve Out (as defined below):

(i) Consolidated, Amended and Restated Multifamily Note dated as of January 9, 2024 in the original principal amount of $4,450,000.00;

(ii) Consolidated, Amended, and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 9, 2024, recorded in the Public Records of Escambia County on January 11, 2024 in Official Records Book 9090 at Page 791 as Instrument No. 2024002575;

(iii) Multifamily Loan and Security Agreement (Non-Recourse) dated as of January 9, 2024;

(iv) Assignment of Security Instrument dated as of January 9, 2024 recorded in the Public Records of Escambia County on January 11, 2024 in Official Records Book 9090 at Page 814 as Instrument No. 2024002576; and

(v) UCC Financing Statement filed with the Delaware Department of State on January 11, 2024 at number 2024 0248896.

K. ~~J.~~ Fannie Mae has a first-position lien on, and security interest in (the "Lorient Prepetition Liens," and collectively with the Palmiere Prepetition Liens, the "Prepetition Liens"), the Lorient Property, Cash Collateral, and certain personal property (the "Lorient Personal Property," and collectively with the Palmiere Personal Property, the "Personal Property") pursuant to the following instruments (collectively, the "Lorient Loan Documents"), as more fully described in the Lorient Loan Documents (the "Lorient Prepetition Collateral," and collectively with the Palmiere Prepetition Collateral, the "Prepetition Collateral"), which shall be subject and subordinate to the Carve Out (as defined below):

(i) Consolidated, Amended and Restated Multifamily Note dated as of January 9, 2024 in the original principal amount of $26,740,000.00;

(ii) Consolidated, Amended, and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 9, 2024, recorded in the Public Records of Escambia County on January 11, 2024 in Official Records Book 9090 at Page 905 as Instrument No. 2024002583;

(iii) Multifamily Loan and Security Agreement (Non-Recourse) dated as of January 9, 2024;

(iv) Assignment of Security Instrument dated as of January 9, 2024, recorded in the Public Records of Escambia County on January 11, 2024 in Official Records Book 9090 at Page 930 as Instrument No. 2024002584; and

(v) UCC Financing Statement filed with the Delaware Department of State on January 11, 2024 at number 2024 0248649.

L. ~~K.~~ The Palmiere Debtor acknowledges and agrees that, as of the Petition Date, the Palmiere Debtor is indebted to Fannie Mae pursuant to the Palmiere Loan Documents in an amount no less than $4,450,000, plus default interest, legal fees, and other charges allowable pursuant to the Palmiere Loan Documents and applicable law (collectively, the "Palmiere Prepetition Indebtedness").

M. ~~L.~~ Fannie Mae also asserts claims under the Palmiere Loan Documents against the Palmiere Debtor relating to postpetition interest, costs, attorneys' fees, and any and all other amounts to the extent permitted by the Bankruptcy Code and applicable law. Subject to the Bankruptcy Code and any orders entered by this Court, Fannie Mae reserves all rights to collect such amounts from the Palmiere Debtor notwithstanding any provisions set forth in this Second Interim Order.

N. ~~M.~~ The Lorient Debtor acknowledges and agrees that, as of the Petition Date, the Lorient Debtor is indebted to Fannie Mae pursuant to the Lorient Loan Documents in an amount no less than $26,740,000, plus default interest, legal fees, and other charges allowable pursuant to the Lorient Loan Documents and applicable law (collectively, the "Lorient Prepetition Indebtedness").

O. ~~N.~~ Fannie Mae also asserts claims under the Lorient Loan Documents against the Lorient Debtor relating to postpetition interest, costs, attorneys' fees, and any and all other amounts to the extent permitted by the Bankruptcy Code and applicable law. Subject to the Bankruptcy Code and any orders entered by this Court, Fannie Mae reserves all rights to collect such amounts from the Lorient Debtor notwithstanding any provisions set forth in this Second Interim Order.

P. ~~O. The Debtors have requested entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). The permission granted herein to allow the Debtors to obtain the use of Cash Collateral is necessary to avoid immediate and irreparable harm to the Debtors.~~ The entry of this Second Interim Order is in the best interests of the Debtors, their estates, and their creditors. Based on the foregoing, and it appearing to the Court that entry of this Second Interim Order is appropriate, the Debtors are hereby authorized, on an interim basis, to use Cash Collateral in accordance with the terms and conditions provided in this Second Interim Order.

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Motion is granted on an interim basis as set forth herein, and the use of Cash Collateral on an interim basis is authorized, subject to the terms of this Second Interim Order.

Any objections to the Motion with respect to the entry of this Second Interim Order that have not been withdrawn, waived or settled and all reservations of rights included therein, are hereby denied and overruled in all respects.

2. Each Debtor shall deposit all of their respective Cash Collateral into the applicable Debtor's debtor-in-possession operating account at a depository approved by the United States Trustee, for which such Debtor has sought Court approval to convert to a debtor in possession account (the "DIP Account") and shall pay all of their respective expenses as authorized herein using the applicable DIP Account. Under no circumstances shall the Cash Collateral of one Debtor be used to pay the expenses of any other Debtor.

3. Pursuant to section 363 of the Bankruptcy Code, during the pendency of these chapter 11 cases and subject to further order of the Court, the Debtors may use their respective Cash Collateral only to pay reasonable and necessary postpetition operating expenses for their respective Properties (excluding capital improvements for the Properties and extraordinary maintenance expenses) and certain of their respective chapter 11 administrative expenses solely as set forth in the Budgets attached hereto as **Exhibits ~~C~~A and ~~D~~B** (the "Budgets" and each a "Budget") (subject to the Permitted Variances (as defined below)) and to pay other expenses expressly authorized by Fannie Mae in writing. Each Debtor shall not exceed the aggregate disbursements in the applicable Budget by more than ten percent (10%) (the "Permitted Variances"). Commencing on May 22, 2026, and each Friday thereafter, each Debtor shall provide Fannie Mae and the Committee with a variance report comparing actual expenditures to the Budgeted amounts and identifying any variances therefrom for the prior four-week period. Each Budget may not be amended, modified, supplemented, or extended without the prior written consent of Fannie Mae, in its sole discretion.

4. The Debtors shall not make any payments to an "Insider," as that term is defined in Section 101(31) of the Bankruptcy Code, other than as necessary to effectuate payments to non-Insiders permitted in the applicable Budget for such Debtor. For purposes of clarity, the definition of Insider shall be expanded for purposes of this Second Interim Order to include any property management company retained by the Debtors to manage and/or operate the Properties and/or any guarantor of the Debtors' indebtedness to Fannie Mae.

5. As adequate protection for the interests of Fannie Mae in the Properties and the Cash Collateral pursuant to sections 361, 363(c) and 363(e) of the Bankruptcy Code, and in consideration of the Debtors' use thereof, and the imposition of the automatic stay:

(i) Financial Reports. The Debtors shall provide to Fannie Mae a copy of each monthly operating report filed with the Court. In addition, the Debtors shall provide to Fannie Mae and the Committee no later than the 20th day of each month, a copy of the rent rolls and accounts receivable for the Properties as well as bank statements from any and all of the Debtors' accounts for the preceding month.

(ii) Audits and Inspections. Pursuant to the terms and conditions of the Loan Documents, the Debtors shall cooperate with and permit parties engaged by Fannie Mae and/or employees of Fannie Mae to visit, inspect, and have access to the Debtors' books and records, the personnel of the Debtors who are familiar with the Debtors' books and records or the information set forth therein, the Properties, and such other information as Fannie Mae may request. The Debtors shall keep their books and records current and updated, so that all business activities are posted to them within three business days of such activity.

(iii) Insurance. The Debtors shall at all times maintain adequate insurance on the Properties and Fannie Mae shall receive evidence within five (5) days after demand upon the applicable Debtor, satisfactory to Fannie Mae, that all of the Properties and Personal Property are insured for the full replacement value thereof and that Fannie Mae is named as loss payee on all insurance policies pertaining to the Properties and the Personal Property. The Debtors shall provide Fannie Mae copies of full insurance policies ("Policies") no later than ~~May 21~~July 8, 2026. In the event the Debtors fail to provide such Policies to Fannie Mae on or before ~~May 21~~July 8, 2026, such failure shall constitute an Event of Default under this Second Interim Order.

6. Subject and subordinate to the Carve Out, as additional adequate protection for the interests of Fannie Mae in the Properties and Cash Collateral, and any diminution in value thereof during the pendency of this bankruptcy case, and in consideration of the Debtors' use thereof, and the imposition of the automatic stay, the Debtors grant to Fannie Mae:

(i) Subject to the Challenge provisions in paragraph 14 herein, a replacement lien (ahead of all other liens) on, and security interest in (the "Postpetition Liens"), all assets of the applicable Debtor including the applicable real or personal property of the Debtor's estate, including all rents, income and profits arising from the applicable Property, that the Debtor acquired or acquires on or after the Petition Date notwithstanding 11 U.S.C. § 552(a) (collectively, the "Postpetition Collateral"); provided, however, that such Postpetition Liens shall attach only, and solely upon entry of the Final Order, to the proceeds of any claims, causes of action, rights of recovery, remedies, or powers arising under chapter 5 of the

Bankruptcy Code, including, without limitation, any actions arising under sections 502(d), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 553(b), or 724(a) of the Bankruptcy Code. Subject to entry of the Final Order, the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to Fannie Mae with respect to the Prepetition Collateral or the Postpetition Collateral; and

(ii) an allowed superpriority administrative expense claim pursuant to section 507(b) of the Bankruptcy Code against the applicable Debtor (the "Superpriority Claim"), if and to the extent the Postpetition Liens are insufficient to provide adequate protection against the diminution, if any, in value of Fannie Mae's interest in any collateral resulting from the use of Cash Collateral. The Superpriority Claim shall be subject to the Carve Out but have priority over all other administrative expense claims allowed under sections 503(b) and 507(a) of the Bankruptcy Code.

7. The Postpetition Liens are, and for all purposes shall be deemed to be, valid and enforceable, and no filing or recordation or other act shall be necessary to create or perfect such liens. Fannie Mae shall not be required to file financing statements, mortgages or other documents in any jurisdiction or take any other action in order to validate or perfect the respective security interests granted to it under this Second Interim Order and related instruments, documents and agreements. If Fannie Mae shall, in its sole discretion, choose to file such financing statements, mortgages or other documents or otherwise confirm perfection of such security interests, all such financing statements or similar documents shall be deemed to have been filed or recorded and perfected at the time and on the date of entry of this Second Interim Order.

8. Notwithstanding anything herein to the contrary, the Prepetition Liens, Postpetition Liens, and Superpriority Claim granted to Fannie Mae in connection with each Property shall each be subject and subordinate to a separate and distinct carve out applicable solely to the applicable Debtor and Property (each, a "Carve Out") for: (i) all fees required to be paid to the Clerk of the Court and all statutory fees payable to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, together with the statutory rate of interest; (ii) compensation for reasonable and necessary services rendered and reimbursement of reasonable and necessary expenses incurred prior to delivery of a notice of Event of Default pursuant to Paragraph 16 hereof that are permitted to be paid under sections 330 or 331 of the Bankruptcy Code to counsel and advisors retained in the applicable Debtor's chapter 11 case; provided that such professionals are retained in the applicable Debtor's chapter 11 case pursuant to an order of the Court and included in the Budget (collectively, the "Restructuring Professionals"), in an amount not to exceed the aggregated line item amount for such Restructuring Professional as set forth in the Budget; and (iii) compensation for reasonable and necessary services rendered and reimbursement of reasonable and necessary expenses incurred after delivery of a notice of Event of Default hereof that are permitted to be paid under sections 330 or 331 of the Bankruptcy Code to Restructuring Professionals in an amount not to exceed $25,000 per Debtor. Notwithstanding anything herein to the contrary, no Cash Collateral, proceeds of Cash Collateral, Carve Out, Prepetition Collateral, or Postpetition Collateral shall be used by the Committee, or included in the Carve Out for the benefit of the Committee, to assert, commence, prosecute, or support any claims, causes of action, objections, defenses, or other proceedings against Fannie Mae, including with respect to the validity, priority, extent, perfection, enforceability, or avoidance of Fannie Mae's liens or claims, or to investigate any

such matters in excess of $5,000 per Debtor, absent the prior written consent of Fannie Mae or further order of the Court.

9. For the avoidance of doubt, each Debtor's Carve Out shall be separate and independent, shall apply solely with respect to the liens, claims, and collateral of such Debtor, and shall not be cross-collateralized, shared, pooled, or otherwise available for the payment of fees, expenses, or obligations of any other Debtor or estate notwithstanding the joint administration of these chapter 11 cases. Nothing herein or the Budget shall prejudice, impair or constitute a waiver of any right to object to the retention of any professionals by the Committee or any other party in interest, or the allowance or payment of any fees or expenses of any professionals of the Committee.

10. Except upon a termination of the applicable Debtor's authorization to use Cash Collateral as provided in paragraph 21 hereof, the Debtor shall utilize cash on hand, including Cash Collateral to the extent required, to transfer, on a weekly basis, into separate and segregated accounts or subaccounts maintained solely for each applicable Debtor and not subject to the control of Fannie Mae (collectively, the "Accounts"), an amount equal to the amount budgeted for the Restructuring Professionals in the Budget for such applicable Debtor. The Accounts shall not be subject to Fannie Mae's control or claims, including the Postpetition Liens and Superpriority Claim; *provided that* the Postpetition Liens and Superpriority Claim shall attach solely to the residual cash balance, if any, in the applicable Debtor's Accounts available following payment in full in cash of all allowed professional fees pursuant to a final order.

11. At the request of Fannie Mae, the Debtors shall execute and deliver to Fannie Mae such further documents and instruments, and will do such further acts as Fannie Mae may

deem advisable or necessary, to ensure that Fannie Mae is perfected in all of the rights and interests given or intended to be given to Fannie Mae under this Second Interim Order.

12. Subject to entry of the Final Order, Fannie Mae shall not be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the Prepetition Collateral or Postpetition Collateral.

13. Subject to entry of the Final Order and except to the extent of the Carve Outs, the Debtors hereby waive, and shall be deemed to have waived, any right to surcharge Fannie Mae's collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise. No costs or expenses of administration of these chapter 11 cases or any future proceeding, including any subsequent liquidation, shall be charged against or recovered from Fannie Mae, the Prepetition Collateral, or the Postpetition Collateral including, without limitation, any proceeds, product, offspring, or profits thereof, pursuant to section 506(c) of the Bankruptcy Code or otherwise, and no such claim shall be asserted against Fannie Mae.

14. Each of the Debtors ~~stipulates and agrees in this~~stipulated and agreed in the Interim Order that: (a) the Prepetition Indebtedness owing to Fannie Mae under the Loan Documents is valid, binding, enforceable, non-avoidable, and not subject to counterclaim, defense, setoff, recharacterization, subordination, or avoidance of any kind under the Bankruptcy Code or applicable non-bankruptcy law; (b) the liens and security interests granted to Fannie Mae under the Loan Documents in the Prepetition Collateral were properly perfected, valid, enforceable, non-avoidable, and first priority liens (subject only to liens, if any, that were senior as of the Petition Date); and (c) Fannie Mae holds allowed secured claims against the Palmiere Debtor in an amount no less than the Palmiere Prepetition Indebtedness and against the Lorient Debtor in an amount no less than the Lorient Prepetition Indebtedness. The foregoing

stipulations and the stipulations in paragraphs ~~G~~J, K, L, and ~~I~~N herein shall be binding upon the Debtors and their estates in all circumstances, and any chapter 11 trustee, any chapter 7 trustee, or other party seeking to bring claims or challenges on behalf of the Debtors' estates, unless a party in interest with standing (including any statutory committee appointed in this case) files an adversary proceeding challenging the validity, priority, or enforceability of Fannie Mae's liens or claims (a "Challenge") within sixty (60) days after entry of ~~this~~the Interim Order, or solely with respect to the Committee, within sixty (60) days after the appointment of the Committee (the "Challenge Period"). Nothing in this paragraph shall be deemed to confer standing on any party that does not otherwise have standing under applicable law. The Challenge Period may be extended with the written consent of Fannie Mae.

15. As conditions to the continued use of Cash Collateral by each Debtor: (a) each Debtor shall commence making monthly non-default interest payments in the amount required under the Loan Documents on or before 90 days after the Petition Date; and (b) each Debtor shall obtain the entry of final and non-appealable orders approving the sale of their respective Property on or before October 8, 2026 (the "Sale Order"), and such Sale Order shall require the payment of all amounts due and owing to Fannie Mae under the Loan Documents within seven days after entry of such Sale Order (collectively, the "Milestones"), unless otherwise agreed to in writing by Fannie Mae; *provided that* Fannie Mae may post the Properties for a November 2026 foreclosure without violating the automatic stay, but such foreclosure shall be immediately withdrawn upon entry of the applicable Sale Order. Fannie Mae expressly reserves its right to credit bid any and all amounts due to Fannie Mae under the Loan Documents in connection with any sale of the Properties, and nothing in this Second Interim Order shall be construed or deemed

a waiver of Fannie Mae's right to credit bid amounts due to Fannie Mae in connection with any sale of the Properties.

16. The Debtors' failure to comply with any terms and conditions of this Second Interim Order, including, but not limited to the following, shall constitute an event of default hereunder ("Event of Default"):

(a) failure to provide the Policies on or before ~~May 21~~July 8, 2026;

(b) failure to make any payment required under this Second Interim Order when due;

(c) failure to comply with the Permitted Variances;

(d) failure to provide financial reporting required under this Second Interim Order;

(e) failure to maintain insurance or pay taxes when due;

(f) failure to adhere to a Milestone;

(g) use of Cash Collateral for any purpose not authorized by this Second Interim Order; or

(h) dismissal or conversion of the Chapter 11 cases.

17. Upon the occurrence of any Event of Default, Fannie Mae shall provide the Debtors, the Debtors' counsel, and the Committee's counsel written notice of such Event of Default (which such notice may be accomplished by email, facsimile, and/or overnight delivery). Notice shall be deemed received by the Debtors and Debtors' counsel if sent to the following:

Debtor's Counsel:

PORTER HEDGES LLP
Joshua W. Wolfshohl
Aaron J. Power
M. Shane Johnson

Megan Young-John
James A. Keefe
jwolfshohl@porterhedges.com
apower@porterhedges.com
sjohnson@porterhedges.com
myoung-john@porterhedges.com
jkeefe@porterhedges.com

Debtors:

Lurin Real Estate Holdings XXII, LLC
Lurin Real Estate Holdings XXVI, LLC
Jon P. Venetos
4550 Travis Street, Suite 401
Dallas, Texas 75205
jvenetos@lurin.com

Committee's Counsel:

PACHULSKI STANG ZIEHL & JONES LLP
Bradford J. Sandler
Robert Feinstein
Maxim Litvak
Steven W. Golden
bsandler@pszjlaw.com
rfeinstein@pszjlaw.com
mlitvak@pszjlaw.com
sgolden@pszjlaw.com

If the Debtors have failed to fully and completely cure any such Event of Default within three (3) business days after receipt of notice of the Event of Default by the Debtors and the Debtors' counsel, then without any further act, notice or action by Fannie Mae or any further notice, hearing, act or order of this Court, the applicable Debtor's authority to use Cash Collateral and any and all obligations of Fannie Mae under this Second Interim Order shall terminate.

18. In the event that the Debtors have failed to fully and completely cure an Event of Default within three (3) business days after receipt of notice of the Event of Default by the Debtors and the Debtors' counsel, on motion and within five (5) calendar days' notice Fannie Mae shall be entitled to a hearing for relief from the automatic stay.

19. Notwithstanding anything herein to the contrary, if the Debtors fail to comply with either Milestone set forth in paragraph 15 of this Second Interim Order, the automatic stay imposed by section 362(a) of the Bankruptcy Code is immediately lifted, without further notice, hearing, or order of the Court, to permit Fannie Mae to exercise any and all rights and remedies available to Fannie Mae under the applicable Loan Documents and applicable law, including, without limitation, the appointment of a receiver and/or foreclosure of the applicable Property.

20. Fannie Mae's failure to provide written notice of an Event of Default shall in no way be deemed a waiver of Fannie Mae's rights or remedies under this Second Interim Order.

21. Upon the termination of the authorization to use Cash Collateral for any reason, including an Event of Default, the applicable Debtor shall immediately cease use of or disbursement of the Cash Collateral and Postpetition Collateral from the DIP Account, including, without limitation, any transfers to the applicable Account on account of professional fees; *provided that* the applicable Debtor shall still be authorized to make disbursements from the applicable Account to pay Restructuring Professionals amounts incurred prior to termination of the authorization to use Cash Collateral. Notwithstanding the foregoing, and solely to the extent of the Carve Out, the applicable Debtor may, after such termination, transfer to the Account an aggregate amount not to exceed $25,000 for each applicable Debtor solely for the payment of such Debtor's professional fees pursuant to paragraph 8(iii) herein, provided no further amounts shall be transferred or disbursed for any purpose absent the prior written consent of Fannie Mae. The applicable Debtor shall continue to deposit receipts pertaining to the applicable Property into the DIP Account but the account shall otherwise be frozen, except for amounts in the Carve Out, pending written agreement of the applicable Debtor and Fannie Mae or order of this Court, which may be sought by any party on an expedited basis.

22. Except for the liens, mortgages and security interests granted to Fannie Mae and except as may be agreed to by Fannie Mae, the Debtors shall not cause, permit or consent to any liens, mortgages, or security interests to encumber any or all of the Properties or Cash Collateral.

23. Nothing herein shall be construed to be a waiver or admission by Fannie Mae that will otherwise affect or prejudice Fannie Mae's right to seek further relief, including, but not limited to, the right of Fannie Mae at any time to seek (a) the appointment of a trustee in this bankruptcy case, (b) relief from the automatic stay for any reason, including under Bankruptcy Code section 362(d)(3), (c) dismissal or conversion of this bankruptcy case, or (d) any other relief. This Second Interim Order is without prejudice to the rights of the Debtors and/or Fannie Mae to seek, after notice and hearing, any modification in this Second Interim Order.

24. Notwithstanding anything herein to the contrary, and notwithstanding the joint administration of these Chapter 11 cases for procedural purposes only, nothing contained in this Order, the Motion, or any actions taken pursuant hereto shall constitute, evidence, or be deemed to permit or effectuate the substantive consolidation of the estates, assets, liabilities, or obligations of either Debtor with those of the other Debtor or any non-Debtor entity. The rights, claims, interests, assets, liabilities, and obligations of each Debtor shall remain separate and distinct, and no provision of this Second Interim Order shall be construed to authorize the pooling of assets or liabilities, the recharacterization of intercompany relationships, or the treatment of any Debtor's assets as property of another estate absent further order of the Court after notice and hearing.

25. The Debtors shall cause to be served on counsel for Fannie Mae copies of all pleadings, substantive motions, notices, proposed orders, or other papers filed by the Debtors in this bankruptcy case.

26. The terms of this Second Interim Order shall not constitute conclusive or presumptive evidence concerning the issues of value of collateral or adequate protection.

27. In taking any action related to this Second Interim Order or in connection with the enforcement of any of the rights granted herein, Fannie Mae shall have no liability to any third party (including pre and postpetition creditors of the Debtors), and shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors.

28. Fannie Mae reserves all rights to seek additional forms of adequate protection in any supplemental order conditioning the use of Cash Collateral, including, without limitation, releases, waivers, stipulations, findings and related relief customarily granted on a final basis after an appropriate period of review to secured lenders in exchange for the use of cash collateral.

29. A final hearing to consider the relief requested in the Motion on a final basis shall be held on ~~June 10~~July 7, 2026~~,~~ at ~~8:30 a.m~~11:00 a.m. (prevailing Central time). The deadline to object to entry of the final order shall be June ~~3~~30, 2026~~,~~ at 5:00 p.m. (prevailing Central time).

30. The notice given by the Debtors of the Motion constitutes due and sufficient notice. The Debtors shall promptly mail copies of this Second Interim Order to the parties listed on the Debtors' list of 30 largest unsecured creditors and to any other party which has filed a request for notices with the Court and to any official committee of creditors after the same is appointed, or committee counsel if counsel has been retained and appointed.

Dated: ________________________

____
Alfredo R. Pérez
United States Bankruptcy Judge

Summary report: **Litera Compare for Word 11.12.0.83 Document comparison done on 6/12/2026 10:54:19 AM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: REVISEDFannie Mae (Palmiere and Lorient) - Interim AGREED Cash Collateral Order 5-26-26--After Hearing Version.docx	
Modified filename: Palmiere Lorient - 2nd Interim AGREED Cash Collateral Order (Fannie Mae) (9).docx	
Changes:	
Add	67
~~Delete~~	34
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	101

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
LURIN REAL ESTATE HOLDINGS XXI, LLC, *et al.*	§	Case No. 26-90344 (ARP)
	§	(Jointly Administered)
Debtors.[1]	§	

SECOND INTERIM ORDER AUTHORIZING PALMIERE DEBTOR AND LORIENT DEBTOR TO USE CASH COLLATERAL OF FEDERAL NATIONAL MORTGAGE ASSOCIATION AND PROVIDING ADEQUATE PROTECTION

[Relates to Docket Nos. 322 and 346]

Upon the Emergency Motion for Use of Cash Collateral [Docket No. 322] (the "Motion") of Lurin Real Estate Holdings XXII, LLC (the "Palmiere Debtor") and Lurin Real Estate Holdings XXVI, LLC (the "Lorient Debtor," and collectively with the Palmiere Debtor, the "Debtors"), as debtors and debtors-in-possession, seeking entry of a second interim order and a final order (the "Final Order") authorizing use of cash collateral of Federal National Mortgage Association ("Fannie Mae") pursuant to sections 105, 361, 362, and 363 of title 11 of the United States Code (the "Bankruptcy Code"), rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rules 4001-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas, and the Procedures for Complex Cases in the Southern District of Texas, and upon the proceedings held before this Court and good and sufficient cause appearing

[1] 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.

18449277

therefore; and upon agreement of the Debtors and Fannie Mae to entry of this Order (the "Second Interim Order"),

THE COURT HEREBY FINDS:

A. To the extent any findings of fact may herein constitute conclusions of law, and vice versa, they are hereby deemed as such.

B. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. On April 21, 2026 (the "Petition Date"), the Debtors filed voluntary petitions under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors continue in possession and management of their business pursuant to sections 1107 and 1108 of the Bankruptcy Code. On May 5, 2026, the U.S. Trustee appointed a three-member official committee of unsecured creditors (the "Committee"). [Docket No. 265].

D. On May 26, 2026, the Court entered the *Agreed Interim Order Authorizing Palmiere Debtor and Lorient Debtor to Use Cash Collateral of Federal National Mortgage Association and Providing Adequate Protection* [Docket No. 346] (the "Interim Order").

E. The Palmiere Debtor is the owner of certain real property located at 4435 Marlane Drive Pensacola, Florida 32526, which real property and the apartment buildings and improvements located thereon are hereinafter referred to as the "Palmiere Property." A copy of the legal description of the Palmiere Property was attached to the Interim Order as Exhibit A and is incorporated herein by reference.

F. The Lorient Debtor is the owner of certain real property located at 110 Creekside Court Pensacola, Florida 32514, which real property and the apartment buildings and improvements located thereon are hereinafter referred to as the "Lorient Property," and collectively with the Palmiere Property, the "Properties" and, individually, each a "Property"). A copy of the legal description of the Lorient Property was attached to the Interim Order as Exhibit B and is incorporated herein by reference.

G. Each Debtor's case is a "single asset real estate" case as defined in 11 U.S.C. § 101(51B).

H. Prior to, on and after the Petition Date, the Debtors have received and collected, and continue to receive and collect, rents, issues, proceeds, profits, accounts receivable, (collectively, the "Rents") arising from the Properties. The Rents constitute cash collateral of Fannie Mae within the meaning of section 363(a) of the Bankruptcy Code.

I. The Debtors request the use of their respective Rents and all other income they each receive, including, but not limited to, all: (a) cash; and (b) cash equivalents, whether in the form of cash, negotiable instruments, documents of title, securities, deposit accounts, or in any other form, which represent income, proceeds, products, rents or profits of the Prepetition Collateral (as defined below), whether on hand as of the Petition Date or collected thereafter, and all other "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code (collectively, the "Cash Collateral") in order to operate such Debtor's Property, provide services to tenants of such Debtor's Property, administer such Debtor's chapter 11 case and pursue a sale of such Debtor's Property.

J. Fannie Mae has a first-position lien on, and security interest in (the "Palmiere Prepetition Liens"), the Palmiere Property, Cash Collateral, and certain personal property (the "Palmiere Personal Property") pursuant to the following instruments (collectively, the "Palmiere Loan Documents"), as more fully described in the Palmiere Loan Documents (the "Palmiere

Prepetition Collateral"), which shall be subject and subordinate to the Carve Out (as defined below):

(i) Consolidated, Amended and Restated Multifamily Note dated as of January 9, 2024 in the original principal amount of $4,450,000.00;

(ii) Consolidated, Amended, and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 9, 2024, recorded in the Public Records of Escambia County on January 11, 2024 in Official Records Book 9090 at Page 791 as Instrument No. 2024002575;

(iii) Multifamily Loan and Security Agreement (Non-Recourse) dated as of January 9, 2024;

(iv) Assignment of Security Instrument dated as of January 9, 2024 recorded in the Public Records of Escambia County on January 11, 2024 in Official Records Book 9090 at Page 814 as Instrument No. 2024002576; and

(v) UCC Financing Statement filed with the Delaware Department of State on January 11, 2024 at number 2024 0248896.

K. Fannie Mae has a first-position lien on, and security interest in (the "Lorient Prepetition Liens," and collectively with the Palmiere Prepetition Liens, the "Prepetition Liens"), the Lorient Property, Cash Collateral, and certain personal property (the "Lorient Personal Property," and collectively with the Palmiere Personal Property, the "Personal Property") pursuant to the following instruments (collectively, the "Lorient Loan Documents"), as more fully described in the Lorient Loan Documents (the "Lorient Prepetition Collateral," and collectively with the Palmiere Prepetition Collateral, the "Prepetition Collateral"), which shall be subject and subordinate to the Carve Out (as defined below):

(i) Consolidated, Amended and Restated Multifamily Note dated as of January 9, 2024 in the original principal amount of $26,740,000.00;

(ii) Consolidated, Amended, and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of January 9, 2024, recorded in the Public Records of Escambia County on January 11, 2024 in Official Records Book 9090 at Page 905 as Instrument No. 2024002583;

(iii) Multifamily Loan and Security Agreement (Non-Recourse) dated as of January 9, 2024;

(iv) Assignment of Security Instrument dated as of January 9, 2024, recorded in the Public Records of Escambia County on January 11, 2024 in Official Records Book 9090 at Page 930 as Instrument No. 2024002584; and

(v) UCC Financing Statement filed with the Delaware Department of State on January 11, 2024 at number 2024 0248649.

L. The Palmiere Debtor acknowledges and agrees that, as of the Petition Date, the Palmiere Debtor is indebted to Fannie Mae pursuant to the Palmiere Loan Documents in an amount no less than $4,450,000, plus default interest, legal fees, and other charges allowable pursuant to the Palmiere Loan Documents and applicable law (collectively, the "<u>Palmiere Prepetition Indebtedness</u>").

M. Fannie Mae also asserts claims under the Palmiere Loan Documents against the Palmiere Debtor relating to postpetition interest, costs, attorneys' fees, and any and all other amounts to the extent permitted by the Bankruptcy Code and applicable law. Subject to the Bankruptcy Code and any orders entered by this Court, Fannie Mae reserves all rights to collect such amounts from the Palmiere Debtor notwithstanding any provisions set forth in this Second Interim Order.

N. The Lorient Debtor acknowledges and agrees that, as of the Petition Date, the Lorient Debtor is indebted to Fannie Mae pursuant to the Lorient Loan Documents in an amount no less than $26,740,000, plus default interest, legal fees, and other charges allowable pursuant to the Lorient Loan Documents and applicable law (collectively, the "Lorient Prepetition Indebtedness").

O. Fannie Mae also asserts claims under the Lorient Loan Documents against the Lorient Debtor relating to postpetition interest, costs, attorneys' fees, and any and all other amounts to the extent permitted by the Bankruptcy Code and applicable law. Subject to the Bankruptcy Code and any orders entered by this Court, Fannie Mae reserves all rights to collect such amounts from the Lorient Debtor notwithstanding any provisions set forth in this Second Interim Order.

P. The entry of this Second Interim Order is in the best interests of the Debtors, their estates, and their creditors. Based on the foregoing, and it appearing to the Court that entry of this Second Interim Order is appropriate, the Debtors are hereby authorized, on an interim basis, to use Cash Collateral in accordance with the terms and conditions provided in this Second Interim Order.

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Motion is granted on an interim basis as set forth herein, and the use of Cash Collateral on an interim basis is authorized, subject to the terms of this Second Interim Order. Any objections to the Motion with respect to the entry of this Second Interim Order that have not been withdrawn, waived or settled and all reservations of rights included therein, are hereby denied and overruled in all respects.

2. Each Debtor shall deposit all of their respective Cash Collateral into the applicable Debtor's debtor-in-possession operating account at a depository approved by the United States Trustee, for which such Debtor has sought Court approval to convert to a debtor in possession account (the "DIP Account") and shall pay all of their respective expenses as authorized herein using the applicable DIP Account. Under no circumstances shall the Cash Collateral of one Debtor be used to pay the expenses of any other Debtor.

3. Pursuant to section 363 of the Bankruptcy Code, during the pendency of these chapter 11 cases and subject to further order of the Court, the Debtors may use their respective Cash Collateral only to pay reasonable and necessary postpetition operating expenses for their respective Properties (excluding capital improvements for the Properties and extraordinary maintenance expenses) and certain of their respective chapter 11 administrative expenses solely as set forth in the Budgets attached hereto as **Exhibits A and B** (the "Budgets" and each a "Budget") (subject to the Permitted Variances (as defined below)) and to pay other expenses expressly authorized by Fannie Mae in writing. Each Debtor shall not exceed the aggregate disbursements in the applicable Budget by more than ten percent (10%) (the "Permitted Variances"). Commencing on May 22, 2026, and each Friday thereafter, each Debtor shall provide Fannie Mae and the Committee with a variance report comparing actual expenditures to the Budgeted amounts and identifying any variances therefrom for the prior four-week period. Each Budget may not be amended, modified, supplemented, or extended without the prior written consent of Fannie Mae, in its sole discretion.

4. The Debtors shall not make any payments to an "Insider," as that term is defined in Section 101(31) of the Bankruptcy Code, other than as necessary to effectuate payments to non-Insiders permitted in the applicable Budget for such Debtor. For purposes of clarity, the definition

of Insider shall be expanded for purposes of this Second Interim Order to include any property management company retained by the Debtors to manage and/or operate the Properties and/or any guarantor of the Debtors' indebtedness to Fannie Mae.

5. As adequate protection for the interests of Fannie Mae in the Properties and the Cash Collateral pursuant to sections 361, 363(c) and 363(e) of the Bankruptcy Code, and in consideration of the Debtors' use thereof, and the imposition of the automatic stay:

(i) Financial Reports. The Debtors shall provide to Fannie Mae a copy of each monthly operating report filed with the Court. In addition, the Debtors shall provide to Fannie Mae and the Committee no later than the 20th day of each month, a copy of the rent rolls and accounts receivable for the Properties as well as bank statements from any and all of the Debtors' accounts for the preceding month.

(ii) Audits and Inspections. Pursuant to the terms and conditions of the Loan Documents, the Debtors shall cooperate with and permit parties engaged by Fannie Mae and/or employees of Fannie Mae to visit, inspect, and have access to the Debtors' books and records, the personnel of the Debtors who are familiar with the Debtors' books and records or the information set forth therein, the Properties, and such other information as Fannie Mae may request. The Debtors shall keep their books and records current and updated, so that all business activities are posted to them within three business days of such activity.

(iii) Insurance. The Debtors shall at all times maintain adequate insurance on the Properties and Fannie Mae shall receive evidence within five (5) days after demand upon the applicable Debtor, satisfactory to Fannie Mae, that all of the Properties and Personal Property are insured for the full replacement value thereof and that

Fannie Mae is named as loss payee on all insurance policies pertaining to the Properties and the Personal Property. The Debtors shall provide Fannie Mae copies of full insurance policies ("Policies") no later than July 8, 2026. In the event the Debtors fail to provide such Policies to Fannie Mae on or before July 8, 2026, such failure shall constitute an Event of Default under this Second Interim Order.

6. Subject and subordinate to the Carve Out, as additional adequate protection for the interests of Fannie Mae in the Properties and Cash Collateral, and any diminution in value thereof during the pendency of this bankruptcy case, and in consideration of the Debtors' use thereof, and the imposition of the automatic stay, the Debtors grant to Fannie Mae:

(i) Subject to the Challenge provisions in paragraph 14 herein, a replacement lien (ahead of all other liens) on, and security interest in (the "Postpetition Liens"), all assets of the applicable Debtor including the applicable real or personal property of the Debtor's estate, including all rents, income and profits arising from the applicable Property, that the Debtor acquired or acquires on or after the Petition Date notwithstanding 11 U.S.C. § 552(a) (collectively, the "Postpetition Collateral"); provided, however, that such Postpetition Liens shall attach only, and solely upon entry of the Final Order, to the proceeds of any claims, causes of action, rights of recovery, remedies, or powers arising under chapter 5 of the Bankruptcy Code, including, without limitation, any actions arising under sections 502(d), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 553(b), or 724(a) of the Bankruptcy Code. Subject to entry of the Final Order, the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to Fannie Mae with respect to the Prepetition Collateral or the Postpetition Collateral; and

(ii) an allowed superpriority administrative expense claim pursuant to section 507(b) of the Bankruptcy Code against the applicable Debtor (the "Superpriority Claim"), if and to the extent the Postpetition Liens are insufficient to provide adequate protection against the diminution, if any, in value of Fannie Mae's interest in any collateral resulting from the use of Cash Collateral. The Superpriority Claim shall be subject to the Carve Out but have priority over all other administrative expense claims allowed under sections 503(b) and 507(a) of the Bankruptcy Code.

7. The Postpetition Liens are, and for all purposes shall be deemed to be, valid and enforceable, and no filing or recordation or other act shall be necessary to create or perfect such liens. Fannie Mae shall not be required to file financing statements, mortgages or other documents in any jurisdiction or take any other action in order to validate or perfect the respective security interests granted to it under this Second Interim Order and related instruments, documents and agreements. If Fannie Mae shall, in its sole discretion, choose to file such financing statements, mortgages or other documents or otherwise confirm perfection of such security interests, all such financing statements or similar documents shall be deemed to have been filed or recorded and perfected at the time and on the date of entry of this Second Interim Order.

8. Notwithstanding anything herein to the contrary, the Prepetition Liens, Postpetition Liens, and Superpriority Claim granted to Fannie Mae in connection with each Property shall each be subject and subordinate to a separate and distinct carve out applicable solely to the applicable Debtor and Property (each, a "Carve Out") for: (i) all fees required to be paid to the Clerk of the Court and all statutory fees payable to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, together with the statutory rate of interest; (ii) compensation for reasonable and necessary services rendered and reimbursement of reasonable and necessary

expenses incurred prior to delivery of a notice of Event of Default pursuant to Paragraph 16 hereof that are permitted to be paid under sections 330 or 331 of the Bankruptcy Code to counsel and advisors retained in the applicable Debtor's chapter 11 case; provided that such professionals are retained in the applicable Debtor's chapter 11 case pursuant to an order of the Court and included in the Budget (collectively, the "Restructuring Professionals"), in an amount not to exceed the aggregated line item amount for such Restructuring Professional as set forth in the Budget; and (iii) compensation for reasonable and necessary services rendered and reimbursement of reasonable and necessary expenses incurred after delivery of a notice of Event of Default hereof that are permitted to be paid under sections 330 or 331 of the Bankruptcy Code to Restructuring Professionals in an amount not to exceed $25,000 per Debtor. Notwithstanding anything herein to the contrary, no Cash Collateral, proceeds of Cash Collateral, Carve Out, Prepetition Collateral, or Postpetition Collateral shall be used by the Committee, or included in the Carve Out for the benefit of the Committee, to assert, commence, prosecute, or support any claims, causes of action, objections, defenses, or other proceedings against Fannie Mae, including with respect to the validity, priority, extent, perfection, enforceability, or avoidance of Fannie Mae's liens or claims, or to investigate any such matters in excess of $5,000 per Debtor, absent the prior written consent of Fannie Mae or further order of the Court.

9. For the avoidance of doubt, each Debtor's Carve Out shall be separate and independent, shall apply solely with respect to the liens, claims, and collateral of such Debtor, and shall not be cross-collateralized, shared, pooled, or otherwise available for the payment of fees, expenses, or obligations of any other Debtor or estate notwithstanding the joint administration of these chapter 11 cases. Nothing herein or the Budget shall prejudice, impair or constitute a waiver of any right to object to the retention of any professionals by the Committee or any other party in

interest, or the allowance or payment of any fees or expenses of any professionals of the Committee.

10. Except upon a termination of the applicable Debtor's authorization to use Cash Collateral as provided in paragraph 21 hereof, the Debtor shall utilize cash on hand, including Cash Collateral to the extent required, to transfer, on a weekly basis, into separate and segregated accounts or subaccounts maintained solely for each applicable Debtor and not subject to the control of Fannie Mae (collectively, the "Accounts"), an amount equal to the amount budgeted for the Restructuring Professionals in the Budget for such applicable Debtor. The Accounts shall not be subject to Fannie Mae's control or claims, including the Postpetition Liens and Superpriority Claim; *provided that* the Postpetition Liens and Superpriority Claim shall attach solely to the residual cash balance, if any, in the applicable Debtor's Accounts available following payment in full in cash of all allowed professional fees pursuant to a final order.

11. At the request of Fannie Mae, the Debtors shall execute and deliver to Fannie Mae such further documents and instruments, and will do such further acts as Fannie Mae may deem advisable or necessary, to ensure that Fannie Mae is perfected in all of the rights and interests given or intended to be given to Fannie Mae under this Second Interim Order.

12. Subject to entry of the Final Order, Fannie Mae shall not be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the Prepetition Collateral or Postpetition Collateral.

13. Subject to entry of the Final Order and except to the extent of the Carve Outs, the Debtors hereby waive, and shall be deemed to have waived, any right to surcharge Fannie Mae's collateral pursuant to section 506(c) of the Bankruptcy Code or otherwise. No costs or expenses of administration of these chapter 11 cases or any future proceeding, including any subsequent

liquidation, shall be charged against or recovered from Fannie Mae, the Prepetition Collateral, or the Postpetition Collateral including, without limitation, any proceeds, product, offspring, or profits thereof, pursuant to section 506(c) of the Bankruptcy Code or otherwise, and no such claim shall be asserted against Fannie Mae.

14. Each of the Debtors stipulated and agreed in the Interim Order that: (a) the Prepetition Indebtedness owing to Fannie Mae under the Loan Documents is valid, binding, enforceable, non-avoidable, and not subject to counterclaim, defense, setoff, recharacterization, subordination, or avoidance of any kind under the Bankruptcy Code or applicable non-bankruptcy law; (b) the liens and security interests granted to Fannie Mae under the Loan Documents in the Prepetition Collateral were properly perfected, valid, enforceable, non-avoidable, and first priority liens (subject only to liens, if any, that were senior as of the Petition Date); and (c) Fannie Mae holds allowed secured claims against the Palmiere Debtor in an amount no less than the Palmiere Prepetition Indebtedness and against the Lorient Debtor in an amount no less than the Lorient Prepetition Indebtedness. The foregoing stipulations and the stipulations in paragraphs J, K, L, and N herein shall be binding upon the Debtors and their estates in all circumstances, and any chapter 11 trustee, any chapter 7 trustee, or other party seeking to bring claims or challenges on behalf of the Debtors' estates, unless a party in interest with standing (including any statutory committee appointed in this case) files an adversary proceeding challenging the validity, priority, or enforceability of Fannie Mae's liens or claims (a "Challenge") within sixty (60) days after entry of the Interim Order, or solely with respect to the Committee, within sixty (60) days after the appointment of the Committee (the "Challenge Period"). Nothing in this paragraph shall be deemed to confer standing on any party that does not otherwise have standing under applicable law. The Challenge Period may be extended with the written consent of Fannie Mae.

15. As conditions to the continued use of Cash Collateral by each Debtor: (a) each Debtor shall commence making monthly non-default interest payments in the amount required under the Loan Documents on or before 90 days after the Petition Date; and (b) each Debtor shall obtain the entry of final and non-appealable orders approving the sale of their respective Property on or before October 8, 2026 (the "Sale Order"), and such Sale Order shall require the payment of all amounts due and owing to Fannie Mae under the Loan Documents within seven days after entry of such Sale Order (collectively, the "Milestones"), unless otherwise agreed to in writing by Fannie Mae; *provided that* Fannie Mae may post the Properties for a November 2026 foreclosure without violating the automatic stay, but such foreclosure shall be immediately withdrawn upon entry of the applicable Sale Order. Fannie Mae expressly reserves its right to credit bid any and all amounts due to Fannie Mae under the Loan Documents in connection with any sale of the Properties, and nothing in this Second Interim Order shall be construed or deemed a waiver of Fannie Mae's right to credit bid amounts due to Fannie Mae in connection with any sale of the Properties.

16. The Debtors' failure to comply with any terms and conditions of this Second Interim Order, including, but not limited to the following, shall constitute an event of default hereunder ("Event of Default"):

(a) failure to provide the Policies on or before July 8, 2026;

(b) failure to make any payment required under this Second Interim Order when due;

(c) failure to comply with the Permitted Variances;

(d) failure to provide financial reporting required under this Second Interim Order;

(e) failure to maintain insurance or pay taxes when due;

(f) failure to adhere to a Milestone;

(g) use of Cash Collateral for any purpose not authorized by this Second Interim Order; or

(h) dismissal or conversion of the Chapter 11 cases.

17. Upon the occurrence of any Event of Default, Fannie Mae shall provide the Debtors, the Debtors' counsel, and the Committee's counsel written notice of such Event of Default (which such notice may be accomplished by email, facsimile, and/or overnight delivery). Notice shall be deemed received by the Debtors and Debtors' counsel if sent to the following:

Debtor's Counsel:

PORTER HEDGES LLP
Joshua W. Wolfshohl
Aaron J. Power
M. Shane Johnson
Megan Young-John
James A. Keefe
jwolfshohl@porterhedges.com
apower@porterhedges.com
sjohnson@porterhedges.com
myoung-john@porterhedges.com
jkeefe@porterhedges.com

Debtors:

Lurin Real Estate Holdings XXII, LLC
Lurin Real Estate Holdings XXVI, LLC
Jon P. Venetos
4550 Travis Street, Suite 401
Dallas, Texas 75205
jvenetos@lurin.com

Committee's Counsel:

PACHULSKI STANG ZIEHL & JONES LLP
Bradford J. Sandler
Robert Feinstein
Maxim Litvak
Steven W. Golden

bsandler@pszjlaw.com
rfeinstein@pszjlaw.com
mlitvak@pszjlaw.com
sgolden@pszjlaw.com

If the Debtors have failed to fully and completely cure any such Event of Default within three (3) business days after receipt of notice of the Event of Default by the Debtors and the Debtors' counsel, then without any further act, notice or action by Fannie Mae or any further notice, hearing, act or order of this Court, the applicable Debtor's authority to use Cash Collateral and any and all obligations of Fannie Mae under this Second Interim Order shall terminate.

18. In the event that the Debtors have failed to fully and completely cure an Event of Default within three (3) business days after receipt of notice of the Event of Default by the Debtors and the Debtors' counsel, on motion and within five (5) calendar days' notice Fannie Mae shall be entitled to a hearing for relief from the automatic stay.

19. Notwithstanding anything herein to the contrary, if the Debtors fail to comply with either Milestone set forth in paragraph 15 of this Second Interim Order, the automatic stay imposed by section 362(a) of the Bankruptcy Code is immediately lifted, without further notice, hearing, or order of the Court, to permit Fannie Mae to exercise any and all rights and remedies available to Fannie Mae under the applicable Loan Documents and applicable law, including, without limitation, the appointment of a receiver and/or foreclosure of the applicable Property.

20. Fannie Mae's failure to provide written notice of an Event of Default shall in no way be deemed a waiver of Fannie Mae's rights or remedies under this Second Interim Order.

21. Upon the termination of the authorization to use Cash Collateral for any reason, including an Event of Default, the applicable Debtor shall immediately cease use of or disbursement of the Cash Collateral and Postpetition Collateral from the DIP Account, including, without limitation, any transfers to the applicable Account on account of professional fees;

provided that the applicable Debtor shall still be authorized to make disbursements from the applicable Account to pay Restructuring Professionals amounts incurred prior to termination of the authorization to use Cash Collateral. Notwithstanding the foregoing, and solely to the extent of the Carve Out, the applicable Debtor may, after such termination, transfer to the Account an aggregate amount not to exceed $25,000 for each applicable Debtor solely for the payment of such Debtor's professional fees pursuant to paragraph 8(iii) herein, provided no further amounts shall be transferred or disbursed for any purpose absent the prior written consent of Fannie Mae. The applicable Debtor shall continue to deposit receipts pertaining to the applicable Property into the DIP Account but the account shall otherwise be frozen, except for amounts in the Carve Out, pending written agreement of the applicable Debtor and Fannie Mae or order of this Court, which may be sought by any party on an expedited basis.

22. Except for the liens, mortgages and security interests granted to Fannie Mae and except as may be agreed to by Fannie Mae, the Debtors shall not cause, permit or consent to any liens, mortgages, or security interests to encumber any or all of the Properties or Cash Collateral.

23. Nothing herein shall be construed to be a waiver or admission by Fannie Mae that will otherwise affect or prejudice Fannie Mae's right to seek further relief, including, but not limited to, the right of Fannie Mae at any time to seek (a) the appointment of a trustee in this bankruptcy case, (b) relief from the automatic stay for any reason, including under Bankruptcy Code section 362(d)(3), (c) dismissal or conversion of this bankruptcy case, or (d) any other relief. This Second Interim Order is without prejudice to the rights of the Debtors and/or Fannie Mae to seek, after notice and hearing, any modification in this Second Interim Order.

24. Notwithstanding anything herein to the contrary, and notwithstanding the joint administration of these Chapter 11 cases for procedural purposes only, nothing contained in this

Order, the Motion, or any actions taken pursuant hereto shall constitute, evidence, or be deemed to permit or effectuate the substantive consolidation of the estates, assets, liabilities, or obligations of either Debtor with those of the other Debtor or any non-Debtor entity. The rights, claims, interests, assets, liabilities, and obligations of each Debtor shall remain separate and distinct, and no provision of this Second Interim Order shall be construed to authorize the pooling of assets or liabilities, the recharacterization of intercompany relationships, or the treatment of any Debtor's assets as property of another estate absent further order of the Court after notice and hearing.

25. The Debtors shall cause to be served on counsel for Fannie Mae copies of all pleadings, substantive motions, notices, proposed orders, or other papers filed by the Debtors in this bankruptcy case.

26. The terms of this Second Interim Order shall not constitute conclusive or presumptive evidence concerning the issues of value of collateral or adequate protection.

27. In taking any action related to this Second Interim Order or in connection with the enforcement of any of the rights granted herein, Fannie Mae shall have no liability to any third party (including pre and postpetition creditors of the Debtors), and shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors.

28. Fannie Mae reserves all rights to seek additional forms of adequate protection in any supplemental order conditioning the use of Cash Collateral, including, without limitation, releases, waivers, stipulations, findings and related relief customarily granted on a final basis after an appropriate period of review to secured lenders in exchange for the use of cash collateral.

29. A final hearing to consider the relief requested in the Motion on a final basis shall be held on July 7, 2026 at 11:00 a.m. (prevailing Central time). The deadline to object to entry of the final order shall be June 30, 2026 at 5:00 p.m. (prevailing Central time).

30. The notice given by the Debtors of the Motion constitutes due and sufficient notice. The Debtors shall promptly mail copies of this Second Interim Order to the parties listed on the Debtors' list of 30 largest unsecured creditors and to any other party which has filed a request for notices with the Court and to any official committee of creditors after the same is appointed, or committee counsel if counsel has been retained and appointed.

Dated: ________________________

____
Alfredo R. Pérez
United States Bankruptcy Judge

EXHIBIT A

Lurin Real Estate Holdings XXII, LLC - Palmiere

5-Week Interim Cash Flow Forecast

$ - Thousands

		1	2	3	4	5	
Petition Date	*21-Apr*						
Week ----->		**12-Jun**	**19-Jun**	**26-Jun**	**3-Jul**	**10-Jul**	**TOTAL**
Total Receipts		***$ 9.9***	***$ 2.1***	***$ 2.1***	***$ 20.7***	***$ 16.6***	***$ 34.8***
Operating Disbursements							
Payroll & Related		$ 1.9	$ -	$ 4.2	$ -	$ 1.9	$ 6.1
Administrative		0.5	-	-	0.5	0.5	1.0
Marketing		0.4	0.2	0.2	0.2	0.4	1.0
Utilities		2.4	-	-	2.4	2.4	4.8
Service Related		0.4	0.4	0.4	0.4	0.4	1.4
Maintenance & Repairs		0.3	0.3	0.3	0.3	0.3	1.0
Travel		-	-	-	-	-	-
Make Ready/Turns		1.0	1.0	1.0	1.0	1.0	4.0
Management Fees		-	-	-	-	-	-
Insurance Premiums		-	-	-	-	-	-
Taxes		-	-	-	-	-	-
Total Operating Disbursements		***$ 6.8***	***$ 1.8***	***$ 6.0***	***$ 4.7***	***$ 6.8***	***$ 19.2***
Operating Cash Flow		**$ 3.2**	**$ 0.3**	**$ (3.9)**	**$ 16.0**	**$ 9.8**	**$ 15.6**
Accumulated		*$ 3.2*	*$ 3.4*	*$ (0.5)*	*$ 15.6*	*$ 25.4*	
Other (Sources)/ Uses							
Adequate Protection		$ -	$ -	$ -	$ -	$ -	$ -
Broker Fee		-	-	-	-	-	-
Adequate Assurance		-	-	-	-	-	-
Critical Vendor Payments		-	-	-	-	-	-
UST Fees		-	-	-	0.4	-	0.4
Restructuring Professionals		2.3	2.3	2.3	2.3	2.3	9.0
Capital Expeditures		0.5	0.5	0.5	0.5	0.5	2.0
Total Other (Sources)/ Uses		***$ 2.8***	***$ 2.8***	***$ 2.8***	***$ 3.2***	***$ 2.8***	***$ 11.4***
Net Cash Flow		**$ 0.4**	**$ (2.5)**	**$ (6.7)**	**$ 12.8**	**$ 7.0**	**$ 4.1**
Accumulated		*$ 0.4*	*$ (2.1)*	*$ (8.7)*	*$ 4.1*	*$ 11.2*	
	Opening						Change
Cash Balance (Book)	**$ 12.5**	**$ 12.9**	**$ 10.5**	**$ 3.8**	**$ 16.7**	**$ 23.7**	**$ 4.1**

EXHIBIT B

Lurin Real Estate Holdings XXVI, LLC - Lorient

5-Week Interim Cash Flow Forecast

$ - Thousands

	Petition Date 21-Apr					
	Week ----->	1	2	3	4	5	
		12-Jun	19-Jun	26-Jun	3-Jul	10-Jul	TOTAL
Total Receipts		***$ 96.9***	***$ 12.8***	***$ 12.8***	***$ 121.6***	***$ 96.9***	***$ 340.9***
Operating Disbursements							
Payroll & Related		$ 16.0	$ -	$ 32.0	$ -	$ 16.0	$ 64.0
Administrative		1.0	-	-	1.0	1.0	3.0
Marketing		1.0	-	-	-	1.0	2.0
Utilities		-	-	-	12.0	12.0	24.0
Service Related		1.0	1.0	1.0	1.0	1.0	5.0
Maintenance & Repairs		5.0	5.0	5.0	5.0	5.0	25.0
Travel		-	-	-	-	-	-
Make Ready/Turns		4.0	4.0	4.0	4.0	4.0	20.0
Management Fees		-	-	-	-	-	-
Insurance Premiums		-	-	-	-	-	-
Taxes		-	-	-	-	-	-
Total Operating Disbursements		***$ 28.0***	***$ 10.0***	***$ 42.0***	***$ 23.0***	***$ 40.0***	***$ 143.0***
Operating Cash Flow		**$ 68.9**	**$ 2.8**	**$ (29.3)**	**$ 98.6**	**$ 56.9**	**$ 197.9**
Accumulated		*$ 68.9*	*$ 71.7*	*$ 42.4*	*$ 141.0*	*$ 197.9*	
Other (Sources)/ Uses							
Adequate Protection		$ -	$ -	$ -	$ -	$ -	$ -
Broker Fee		-	-	-	-	-	-
Adequate Assurance		-	-	-	-	-	-
UST Fees		-	-	-	2.8	-	2.8
Restructuring Professionals		16.0	16.0	16.0	16.0	16.0	80.0
Capital Expeditures		2.3	2.3	2.3	2.3	2.3	11.5
Total Other (Sources)/ Uses		***$ 18.3***	***$ 18.3***	***$ 18.3***	***$ 21.1***	***$ 18.3***	***$ 94.3***
Net Cash Flow		**$ 50.6**	**$ (15.6)**	**$ (47.6)**	**$ 77.5**	**$ 38.6**	**$ 103.6**
Accumulated		*$ 50.6*	*$ 35.1*	*$ (12.5)*	*$ 65.0*	*$ 103.6*	
	Opening						Change
Cash Balance (Book)	**$ 48.7**	**$ 99.3**	**$ 83.7**	**$ 36.2**	**$ 113.7**	**$ 152.3**	**$ 65.0**