

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

**Hartman SPE, LLC,<sup>1</sup>**

Debtor.

Chapter 11

Case No. 23-11452 (MFW)

**Objection Deadline: March 25, 2024, at 4:00 p.m. (Eastern)**

**NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) CURE AMOUNTS**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE A  
COUNTERPARTY TO AN EXECUTORY CONTRACT OR AN UNEXPIRED  
LEASE WITH HARTMAN SPE, LLC.**

**PARTIES RECEIVING THIS NOTICE SHOULD (1) READ THIS NOTICE  
CAREFULLY AS YOUR RIGHTS MAY BE AFFECT BY THE TRANSACTIONS  
DESCRIBED HEREIN AND (2) LOCATE YOUR NAME AND CONTRACT  
AND/OR LEASE ON EXHIBIT B ATTACHED HERETO.**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On September 13, 2023 (the “**Petition Date**”), Hartman SPE, LLC (the “**Debtor**”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

On October 4, 2023, the Court entered an Order [Docket No. 128] (the “**Sale Procedures Order**”)<sup>2</sup> attached hereto as **Exhibit A**, by which the Court approved the sale procedures for commercial real estate owned by the Debtor, including the procedures for the assumption and assignment of executory contracts and unexpired leases associated with such properties.

<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is Hartman SPE, LLC (7400). The Debtor’s principal place of business and service address is 2909 Hillcroft, Suite 420, Houston, TX 77057. Copies of pleadings may be obtained from the website of the United States Bankruptcy Court for the District of Delaware [www.deb.uscourts.gov](http://www.deb.uscourts.gov) or from the Debtor’s Claim Agent’s website <https://dm.epiq11.com/HartmanSPE>.

<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Sale Procedures Order or the *Debtor’s Emergency Motion for Entry of Interim and Final Orders (I) Establishing Procedures for the (A) Sale of Real Estate Free and Clear of All Liens, Claims, and Encumbrances; (B) Assumption and Assignment of Executory Contracts and Unexpired Leases of Non-Residential Real Property; and (II) Granting Related Relief* [Docket No. 10].

The Debtor, in consultation with its professionals, has selected the following buyer (the “**Buyer**”) with respect to following real estate (the “**Property**”).

Property Address	Buyer	Closing Date
1521 North Cooper Street Arlington, TX 76001	Texas Trust Credit Union	The Buyer's Feasibility Period expires forty-five (45) days after entry of a final Order approving the sale, and closing is scheduled to occur fifteen (15) days thereafter or as otherwise agreed by the parties.

Pursuant to the Sales Procedures Order and section 365 of the Bankruptcy Code, the Debtor may potentially assume and assign to the Buyer the executory contracts and/or unexpired leases associated with the Property that are listed on **Exhibit B** hereto (an “**Assignable Contracts**”).

The Debtor has indicated on **Exhibit B** the cure amount(s) that the Debtor asserts are sufficient to cure all prepetition defaults and pay all amounts accrued under the applicable Assignable Contract (the “**Cure Amount**”).

**Reference to an Assignable Contract on this Notice does not constitute an admission that such Assignable Contract is an executory contract or unexpired real property lease within the meaning of the Bankruptcy Code and applicable law, and the Debtor reserves all rights, claims, defenses, and causes of action with respect to all Assignable Contracts.**

The presence or absence of an Assignable Contract on **Exhibit B** shall not prevent the Debtor or the Buyer from subsequently determining either (i) not to assume such Assignable Contract at any time before such Assignable Contract is actually assumed and assigned pursuant to an Order of the Court or (ii) to assume a contract or lease that is not listed on **Exhibit B**.

A party to an Assignable Contract (a “**Contract Notice Party**”) objecting to the proposed assumption of an Assignable Contract and assignment of such contract to Buyer or the proposed Cure Amount must file a written objection with the Court in accordance with the Sale Procedures Order (each, an “**Objection**”) so as to be received by the Sale Notice Parties **on or before March 25, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “**Objection Deadline**”).

Unless a Contract Notice Party timely files and serves an Objection in accordance with the Sale Procedures Order, such Contract Notice Party shall (a) be forever barred from objecting to the Cure Amount (if any) and from asserting any additional cure or other amounts with respect to its Assignable Contract, and the Debtor and the Buyer shall be entitled to rely solely upon the Cure Amount set forth on **Exhibit B**, provided, however, that a Contract Notice Party shall not be barred from seeking additional amounts on account of any defaults occurring between the Objection Deadline and the assumption of the Assignable Contract; (b) be forever barred from asserting that any conditions to the assumption and assignment of any Assignable Contract must be satisfied before such Assignable Contract may be assumed and assigned, or that any required consent to any such assignment has not been given; (c) be deemed to have consented to the assumption and assignment; (d) be deemed to have agreed that all defaults under the applicable Assignable Contract arising or continuing prior to the effective date of assignment have been cured; (e) be

forever barred and estopped from asserting that the Buyer failed to provide adequate assurance of future performance; and (f) be forever barred, estopped, and permanently enjoined from asserting or claiming against the Debtor, the Buyer, or their respective property that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Assignable Contract or that there is any objection or defense to the assumption and assignment of such Assignable Contract.

Where a Contract Notice Party files an Objection, including an Objection asserting a cure amount higher than the proposed Cure Amount, (the “**Disputed Cure Amount**”), then (i) to the extent that the parties are able to consensually resolve the Objection or Disputed Cure Amount, the Debtor shall promptly provide the parties in interest notice and opportunity to object to such proposed resolution or (ii) to the extent the parties are unable to consensually resolve the Objection or Disputed Cure amount, such dispute will be determined after hearing by further Order of the Court.

If you agree with the Cure Amount indicated on **Exhibit B**, and otherwise do not object to the Debtor’s assumption and assignment of your lease or contract, you need not take any further action.

Pursuant to the terms of the proposed sale order attached hereto as **Exhibit C**, the Debtor shall be deemed to have assumed and assigned each of the Assignable Contracts (unless the Buyer elects in its sole discretion not to assume such Assignable Contract) as of the date of, and effective only upon, the closing of the sale of the Property, and absent such closing, each of the Assignable Contracts shall neither be deemed assumed nor assigned and shall in all respects be subject to further administration under the Bankruptcy Code. The proposed form of the sale order remains subject to ongoing review by the Debtor and the Buyer.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

Dated: March 11, 2024  
Wilmington, Delaware

**CHIPMAN BROWN CICERO & COLE, LLP**

/s/ Mark D. Olivere

William E. Chipman, Jr. (No. 3818)  
Mark D. Olivere (No. 4291)  
1313 North Market Street, Suite 5400  
Wilmington, Delaware 19801  
Telephone: (302) 295-0191  
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—and—

**KATTEN MUCHIN ROSENMAN LLP**

John E. Mitchell (TX Bar No. 00797095)  
Michaela C. Crocker (TX Bar No. 24031985)  
Yelena E. Archiyan (TX Bar No. 24119035)  
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Facsimile: (214) 765-3602  
Email: [john.mitchell@katten.com](mailto:john.mitchell@katten.com)  
[michaela.crocker@katten.com](mailto:michaela.crocker@katten.com)  
[yelena.archiyan@katten.com](mailto:yelena.archiyan@katten.com)

*Co-Counsel to the Debtor and Debtor-in-Possession*

**Exhibit A to Notice of Proposed Assumption and Assignment —  
Sale Procedures Order**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

Hartman SPE, LLC,

Debtor.<sup>1</sup>

)  
) Chapter 11  
)  
) Case No. 23-11452 (MFW)  
)  
) Related Docket No. 10  
)

**FINAL ORDER (I) ESTABLISHING PROCEDURES FOR THE (A) SALE OF REAL ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY; AND (II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the above-captioned debtor and debtor in possession (the “Debtor”) in the above-captioned case (the “Chapter 11 Case”) for entry of interim and final orders (i) establishing procedures for the (a) sale of real estate free and clear of all liens, claims, encumbrances, and other interests; (b) assumption and assignment of executory contracts and unexpired leases of non-residential real property; and (ii) granting related relief, all as further described in the Motion; and upon consideration of the First Day Declaration, and the record of this Chapter 11 Case; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C.

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is Hartman SPE, LLC (7400). The Debtor’s principal place of business and service address is 2909 Hillcroft, Suite 420, Houston, TX 77057. Copies of pleadings may be obtained from the website of the United States Bankruptcy Court for the District of Delaware [www.deb.uscourts.gov](http://www.deb.uscourts.gov) or from the Debtor’s Claim Agent’s website <https://dm.epiq11.com/HartmanSPE>.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

§§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of Debtor and its estate and creditors; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor; it is hereby:

**FOUND AND DETERMINED THAT:**

**A. Sale and Assumption and Assignment Procedures.** The Debtor has articulated good and sufficient reasons for authorizing and approving the Sale and Assumption and Assignment Procedures on a final basis as fair, reasonable and appropriate under the circumstances and designed to achieve the highest or otherwise best offer and to maximize the value of the Debtor's estate. The Debtor, with the assistance of its Brokers, has engaged and continues to engage in a fulsome marketing and sale process to solicit and develop the highest or otherwise best offers for the Debtor's commercial real estate Properties. The Sale and Assumption and Assignment Procedures are designed to build on that marketing and sale process following entry of this Order.

**B. Notice of the Motion.** The notice of the Motion and of the Hearing is reasonable and sufficient in light of the circumstances and nature of the relief requested in the Motion, and no other or further notice of the Motion or the Sale Hearing is necessary. A reasonable and fair opportunity to object to the Motion and the relief granted in this Order has been afforded under the circumstances.

C. **Sale Notice.** The *Notice of Proposed Sale*, substantially in the form attached hereto as **Annex 1** (the “Sale Notice”), is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale, including: (i) the Property to be sold, the Buyer, the sales price, and related information; (ii) the objection deadline for the sale of the Property and the date, time and place of the Hearing, if scheduled; (iii) a copy of the relevant Purchase and Sale Agreement; and (iv) representations describing the sale as being free and clear of liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances and other interests attaching with the same validity and priority to the sale proceeds, and no other or further notice of any sale shall be required.

D. **Assumption and Assignment Notice.** The *Notice of Proposed Assumption and Assignment*, substantially in the form attached hereto as **Annex 2**, (the “Assumption and Assignment Notice”), is reasonably calculated to provide all interested parties with timely and proper notice of the proposed assumption of Assigned Contracts and assignment of such contracts to the Buyer, including: (i) identification of the Assigned Contracts, the counterparty to such contracts, and the proposed cure amount (the “Cure Amount”); (ii) the Assumption and Assignment Procedures and certain dates and deadlines related thereto; (iii) the objection deadline and the date, time, and place of the Hearing, if scheduled; and (iv) representations describing the legal consequences of the assumption and assignment of the Assigned Contracts, and no other or further notice of such assumption and assignment shall be required.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

The Motion is GRANTED on a final basis as set forth herein, and any objections, responses, and reservation of rights to the Motion or to the relief requested therein that have not been withdrawn, waived, settled, or reserved are hereby overruled in all respects on the merits with prejudice.



## **I. Sale Procedures and Related Relief**

1. The following procedures with respect to sales of the Properties (the “Sale Procedures”) are hereby approved:

a. **Sale Notice.** The Debtor will file one or more notices with the Court (each, a “Sale Notice”) regarding the Property(ies) that it is seeking to sell to a potential purchaser (the “Buyer”) pursuant to section 363 of the Bankruptcy Code. The Sale Notice shall provide, among other relevant information: (i) a copy of the Sale Procedures Order; (ii) a copy of the sales contract, which will identify, among other things, the Buyer and the purchase price; (iii) the identity of the Broker, if any, marketing the Property(ies) and the compensation to be paid to the Broker upon sale closing; (iv) the marketing efforts taken by the Broker, if any, or the Debtor to select a Buyer; (v) an estimate of the net proceeds realized after the sale closing; (vi) a declaration in support of the sale; and (vii) the proposed closing date of the sale (the “Closing Date”).

b. **Sale Notice Parties.** The Debtor will cause the Sale Notice to be filed on the Court’s docket and served by e-mail or first class mail upon the following parties (collectively, the “Sale Notice Parties”): (i) the Office of the United States Trustee; (ii) the Internal Revenue Service; (iii) counsel for the Prepetition Lender, (iv) all parties who are known to possess or assert a lien, claim, encumbrance or interest in or upon the Property(ies); (v) all applicable United States, state, and local regulatory or taxing authorities, recording offices or any governmental entity which have a reasonably known interest in the Property(ies); (vi) counsel to the Official Committee of Unsecured Creditors (the “Committee”); and (vii) any party requesting notice in the case. The Sale Notice will also be sent via overnight delivery to all parties who are known to possess or assert a lien, claim, encumbrance or other interest in or upon the Property(ies).

c. **Objections to Proposed Sale.** Any objections to a proposed sale must be filed with the Court and served so as to be actually received by Debtor’s counsel and the Sale Notice Parties no later than fourteen (14) days after service of the Sale Notice (the “Sale Objection Deadline”).

d. **Hearing.** If an objection is timely filed and not resolved, a hearing regarding the Sale Notice (the “Hearing”) will be held at the Court’s earliest convenience after expiration of the Sale Objection Deadline. If an objection is properly filed and served on Debtor’s counsel and the Sale Notice Parties as specified above, unless such parties agree otherwise in writing, such Property(ies) will only be deemed sold upon entry by the Court of a consensual form of sale order resolving the objection as between the objecting party and the Debtor, or, if resolution is not reached, upon further order of the Court.

e. **Modification of Sale Notice.** The Debtor reserves the right to withdraw a Sale Notice at any time prior to the Closing Date.

2. The Debtor is authorized to take all actions as are necessary or appropriate to implement the Sale Procedures. Other than as expressly set forth in this Order or the Sale Procedures, the Debtor reserves its rights, in its reasonable business judgment and in a manner consistent with its fiduciary duties and applicable law, to modify the Sale Procedures in any manner that it reasonably determines will best promote the goals of the Sale Procedures, or impose additional customary terms and conditions in connection with a proposed sale, including, without limitation extending the deadlines set forth in the Sale Procedures or any Purchase and Sale Agreement, making customary modifications to the Purchase and Sale Agreement, and modifying the form of Sale Notice.

3. Notwithstanding the foregoing or anything herein to the contrary, the Debtor shall consult with counsel to the Committee before filing a Sale Notice under the Sale Procedures to determine whether such expedited Sale Procedures for the sale of a particular Property are appropriate and in the best interests of the Debtor and its creditors. The Committee expressly reserves its rights to object to any proposed sale under the Sale Procedures on any grounds, including, but not limited to, inadequate notice under the circumstances. The right of the United States Trustee to object to any proposed sale under the Sale Procedures on any grounds, including, but not limited to, inadequate notice under the circumstances is expressly preserved. The Debtor retains the burden to demonstrate that the assets have been fully marketed and the sale is for a fair and reasonable price with respect to the sale of each particular Property.

## **II. Assumption and Assignment Procedures**

4. The following procedures (the “Assumption and Assignment Procedures”) are approved in connection with the assumption and assignment:

a. **Assumption and Assignment Notice.** In conjunction with each Sale Notice discussed above, the Debtor will file one or more notices with the Court (each, an “Assumption and Assignment Notice”) with a list of those Contracts and Leases that the Debtor seeks to assume pursuant to 11 U.S.C. § 365 and assign to the Buyer of the subject Property(ies). The Assumption and Assignment Notice shall set forth, among other relevant information: (i) the Contracts and Leases to be assumed and assigned (the “Assigned Contracts”); (ii) the names and addresses of the counterparties to such Assigned Contracts (the “Assumption and Assignment Counterparties”); (iii) the identity of the proposed assignee of such Assigned Contracts (*i.e.*, the Buyer); (iv) the proposed effective date of the assumption and assignment for the Assigned Contracts, which will correspond with the Closing Date for the related Property(ies); (v) the proposed cure amount, if any; (vi) if there has been a default, the Buyer’s ability to provide adequate assurance of future performance; and (vii) the deadlines and procedures for filing objections to the proposed assumption and assignment.

b. **Assumption and Assignment Notice Parties.** The Debtor will cause the Assumption and Assignment Notice to be filed on the Court’s docket and served by overnight mail and e-mail, where available, on the following parties (collectively, the “Assumption and Assignment Procedure Parties”): (i) the Office of the United States Trustee; (ii) the Internal Revenue Service; (iii) counsel for the Prepetition Lender, (iv) each Assumption and Assignment Counterparty; (v) the Buyer; (vi) counsel to the Committee; (vii) the Debtor’s top 30 unsecured creditors; and (viii) any party requesting notice in the case. The Assumption and Assignment Notice will also be sent via overnight delivery on each affected Assumption and Assignment Counterparty and Assignee.

c. **Objections to Proposed Assumption and Assignment.** Any objections to a proposed assumption and assignment of an Assigned Contract must be filed with the Court and served so as to be actually received by the Debtor’s counsel and the Assumption and Assignment Procedure Parties no later than fourteen (14) days after service of the Assumption and Assignment Notice (the “Assumption and Assignment Objection Deadline”).

d. **Hearing.** The Hearing regarding the Assumption and Assignment Notice will be held at the Court’s earliest convenience after expiration of the Assumption and Assignment Objection Deadline (to correspond with the sale Hearing). If an objection is properly filed and served on the Debtor’s counsel and the Assumption and Assignment Notice Parties as specified above, unless such parties agree otherwise in writing, such Contract and/or Lease will only be deemed assumed and assigned upon entry by the Court of a consensual form of order resolving the objection as between the objecting party and the Debtor, or, if resolution is not reached, upon further order of the Court.

e. **Modification of Assumption and Assignment Notice.** The Debtor reserves the right to remove any Contract or Lease from an Assumption and Assignment Notice at any time prior to the Closing. The Debtor further reserves the right to add any Contract or Lease to an Assumption and Assignment Notice (the “Added Contracts or Leases”) at any time prior to Closing, and the Added Contracts or Leases shall be subject to the same Assumption and Assignment procedures set forth in paragraphs 3 a through d above, subject to modification by agreement of the Debtor, Buyer, and Added Contract or Lease counterparty.

5. The Debtor is authorized to take all actions as are necessary or appropriate to implement the Assumption and Assignment Procedures. Other than as expressly set forth in this Order or the Sale Procedures, the Debtor reserves its rights, in its reasonable business judgment and in a manner consistent with its fiduciary duties and applicable law, to modify the Assumption and Assignment Procedures, in any manner that it reasonably determine will best promote the goals of the Assumption and Assignment Procedures, or impose additional customary terms and conditions in connection with a proposed assumption and assignment, including without limitation extending the deadlines set forth in the Assumption and Assignment Procedures or modifying the form Notice of Assumption and Assignment.

6. Only those Assigned Contracts that are included on a final Assumption and Assignment Notice will be assumed and assigned to the Buyer.

### **III. Other Related Relief**

7. The requirements set forth in Local Bankruptcy Rule 6004-1 are satisfied by the contents of the Motion.

8. Notwithstanding Bankruptcy Rule 6004(h) or 6006(d), this Order shall be effective and enforceable immediately upon its entry.

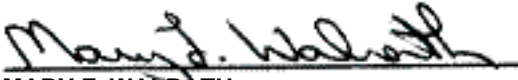
9. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

10. To the extent the provisions of this Order are inconsistent with the provisions of any exhibits referenced herein or with the Motion, the provisions of this Order shall control.

11. The Debtor is authorized and empowered to take all actions they deem necessary to implement the relief granted in this Order in accordance with the Motion and to implement the Sale and Assumption and Assignment Procedures.

12. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: October 4th, 2023  
Wilmington, Delaware

  
MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B to Notice of Proposed Assumption and Assignment —  
List of Assignable Contracts**

**LIST OF ASSIGNABLE CONTRACTS**

<b>Contract Counterparty</b>	<b>Address</b>	<b>E-Mail Address</b>	<b>Contract Proposed to be Assumed and Assigned</b>	<b>Proposed Cure</b>
ADVOCATE FINANCIAL PARTNERS LONESTAR, LLC	1521 N. COOPER STREET, SUITE 700 ARLINGTON, TX - 76011	aspain@asbtex.com	LEASE	\$0
AQUATIC CO.	1521 N. COOPER STREET, SUITE 500 ARLINGTON, TX - 76011	aquaticapinvoice@aquaticbath.com	LEASE	\$0
BISHOP SHARP CPA, PLLC	1521 N COOPER STREET, SUITE 850 ARLINGTON, TX - 76011	rick.wylie@bishopsharpcpa.com	LEASE	\$0
BROOKESIDE HEALTH LLC	136 N. MARTIN AVENUE ATTN: COLIN NICKERSON WAUKEGAN, IL - 60085	colinnickerson3@gmail.com	LEASE	\$0
CUSHMAN & WAKEFIELD	1521 N COOPER STREET, SUITE 610 ARLINGTON, TX - 76011	CWCorpReAdmin@cushwake.com	LEASE	\$0
DANIEL WRIGHT	1521 N. COOPER ST, SUITE 550 ARLINGTON, TX - 76011	kmachi@tedmachi.com	LEASE	\$0
DAVIS, ERMIS & ROBERTS, P.C.	1521 N. COOPER STREET, SUITE 860 ARLINGTON, TX - 76011	davisdavisandroberts@yahoo.com	LEASE	\$0
DENESH SINGH	1521 N. COOPER ST, SUITE 220 ARLINGTON, TX - 76011	dennysinghlpc@gmail.com	LEASE	\$0
DFW PAIN & INJURY CENTERS, LLC	1521 N. COOPER ST, SUITE 630 ARLINGTON, TX - 76011	rhonda@txpainandinjury.com	LEASE	\$0
EDWARD D JONES & CO, LP	1521 N. COOPER STREET, SUITE 130 ARLINGTON, TX - 76011	edjleaseadmin@cushwake.com	LEASE	\$0
EMR (USA HOLDINGS), LLC	1521 N COOPER STREET, SUITE 221 ARLINGTON, TX - 76011	usaap@emrgroup.com	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
GREENWAY TECHNOLOGIES, INC.	1521 N COOPER STREET, SUITE 205 ARLINGTON, TX - 76011	ransom.jones@gwtechinc.com	LEASE	\$0
HAWRYLAK & ASSOCIATES, LLC	1521 N. COOPER STREET, SUITE 890 ARLINGTON, TX - 76011	steveh@hawkandassociates.com	LEASE	\$0
JEFFERSON B. MCLEAN and CATHLEEN h. MCLEAN	1521 N COOPER STREET, SUITE 525 ARLINGTON, TX - 76011	jbmcleantx@gmail.com	LEASE	\$0
JONES HASSETT, PC	1521 N. COOPER ST, SUITE 360 ARLINGTON, TX - 76011	kbiggs@harrisonsteck.com	LEASE	\$0
KRYPTOS TECHNOLOGIES, INC.	12221 MERIT DR, SUITE 800 ATTN GOKULNATH CHANDRASEKARAN DALLAS, TX - 75271	gokul@kryptostech.com	LEASE	\$0
LSCG CONTRACTORS LLC	1521 N. COOPER ST, SUITE 309 ARLINGTON, TX - 76011	lscgroofs@gmail.com	LEASE	\$0
MACLIN FAMILY MEDICINE, PLLC	1521 N. COOPER ST, SUITE 213 ARLINGTON, TX - 76011	info@maclinfamilymedicine.com	LEASE	\$0
MENESES LAW, PLLC	ATTN: F. CHRISTINE MENESES 2190 NORTH LOOP WEST, SUITE 300 HOUSTON, TX - 77018	manager@meneses.law	LEASE	\$0
MICHAEL R. DUKE	1521 N COOPER STREET, SUITE 335 ARLINGTON, TX - 76011	mrduke@ft.newyorklife.com	LEASE	\$0
MILENIO REAL ESTATE, INCORPORATED	1115 E. PIONEER PARKWAY, SUITE 145 ATTN: ROSA M. HERRERA ARLINGTON, TX - 76010	mileniorealestate@gmail.com	LEASE	\$0
MITCHUM PROPERTIES LLC	1521 N. COOPER ST, SUITE 221 ARLINGTON, TX - 76011	sandramitchum@hotmail.com	LEASE	\$0
PARIS BLAKE	1521 N. COOPER ST, SUITE 08 ARLINGTON, TX - 76011	parisblake42@gmail.com	LEASE	\$0



Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
PARRY AMERICA, INC.	1521 N. COOPER STREET, SUITE 350 ARLINGTON, TX - 76011	jhask@coromandel.murugappa.com	LEASE	\$0
PINNACLE BANK	1521 N. COOPER STREET, SUITE 140 ARLINGTON, TX - 76011	reba.lozano@pinnbank.com	LEASE	\$0
PINNACLE BANK	1521 N. COOPER STREET, SUITE 140 ARLINGTON, TX - 76011	reba.lozano@pinnbank.com	LEASE	\$0
PREMIER ACCESS, INC.	1521 N. COOPER STREET, SUITE 330 ARLINGTON, TX - 76011	bduly@accessppo.com	LEASE	\$0
ROBERT GREEN, CPA	1521 N COOPER STREET, SUITE 530 ARLINGTON, TX - 76011	greenrcpa@gmail.com	LEASE	\$0
ROSS JETER	1521 N. COOPER STREET, SUITE 725 ARLINGTON, TX - 76011	rjeter@rossjeter.com	LEASE	\$0
SCOTT WARD	1521 N. COOPER ST, SUITE 215 ARLINGTON, TX - 76011	silverfoxcoins@gmail.com	LEASE	\$0
STAR PERSONNEL II LLC	4606 FM 1960 ROAD WEST, SUITE 310 ATTN: MARIN HENSON HOUSTON, TX - 77069	accounting@starpersonnel.net	LEASE	\$0
THE GRAND LODGE OF THE INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS	1521 N. COOPER ST, SUITE 250 ARLINGTON, TX - 76011	lfisher@iamaw.org	LEASE	\$0
THE LAW OFFICES OF MARY PANZU, PLLC	1521 N. COOPER STREET, SUITE 214 ARLINGTON, TX - 76011	roxanagarcia@lawyer.com	LEASE	\$0
THOMPSON LAW LLP	1521 N. COOPER ST ARLINGTON, TX - 76011	nread@triallawyers.com	LEASE	\$0

<b>Contract Counterparty</b>	<b>Address</b>	<b>E-Mail Address</b>	<b>Contract Proposed to be Assumed and Assigned</b>	<b>Proposed Cure</b>
U.S. ENERGY DEVELOPMENT CORPORATION	1521 N. COOPER STREET, SUITE 400 ARLINGTON, TX - 76011	acctpayable@usedc.com	LEASE	\$0
WHELAN SECURITY CO	1521 N. COOPER ST, SUITE 210 ARLINGTON, TX - 76011	Paul.Bents@garda.com	LEASE	\$0
MICHAEL RAMOS	1521 N. COOPER STREET, SUITE 204 ARLINGTON, TX - 76011	silverfoxcoins@gmail.com	LEASE	\$0

**Exhibit C to Notice of Proposed Assumption and Assignment —  
Proposed Form of Sale Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

**Hartman SPE, LLC,<sup>1</sup>**

Debtor.

Chapter 11

Case No. 23-11452 (MFW)

**Related to Docket No.**

**ORDER (I) AUTHORIZING AND APPROVING THE PRIVATE SALE OF CERTAIN  
NONRESIDENTIAL REAL PROPERTY FREE AND CLEAR OF ALL LIENS,  
CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) AUTHORIZING  
AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES OF NON-RESIDENTIAL REAL  
PROPERTY; AND (III) GRANTING RELATED RELIEF  
(1521 North Cooper Street, Arlington, Texas 76001)**

This matter coming before the Court upon the notices (the “**Notices**”)<sup>2</sup> filed by the above-captioned debtor and debtor in possession (the “**Debtor**”) in the above-captioned case (the “**Chapter 11 Case**”) for an order (this “**Order**”) (i) authorizing and approving the private sale of nonresidential real property located at 1521 North Cooper Street, Arlington, Texas 76001 (the “**Property**”) for consideration equal to the Purchase Price, as set forth in the Purchase Agreement; (ii) authorizing the assumption and assignment of executory contracts and unexpired leases of non-residential real property; and (iii) granting related relief, all as further described in the Notices; and upon consideration of the *Declaration of David Wheeler in Support of Sale* (the “**Wheeler Declaration**”), the *Declaration of Moody Younger With Respect to the Private Sale of Nonresidential Real Property* (together with the Wheeler Declaration, the “**Declarations**”), the

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, is Hartman SPE, LLC (7400). The Debtor’s principal place of business and service address is 2909 Hillcroft, Suite 420, Houston, TX 77057. Copies of pleadings may be obtained from the website of the United States Bankruptcy Court for the District of Delaware [www.deb.uscourts.gov](http://www.deb.uscourts.gov) or from the Debtor’s Claim Agent’s website <https://dm.epiq11.com/HartmanSPE>.

<sup>2</sup> The Notices were filed in accordance with the sale procedures previously approved by this Court [Docket No. 128] (the “**Sale Procedures**”).

Sale Procedures, and the record of this Chapter 11 Case; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtor's notice of the relief granted by this Order was appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Declarations establish just cause for the relief granted herein and that the relief sought is in the best interests of the Debtor, its estate, its creditors, and all parties in interest; and the Court having determined that cause exists to waive the stay imposed by Bankruptcy Rule 6004(h) and such waiver is in the best interests of the Debtor, its estate, creditors and all parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The requested relief set forth in the Notices is GRANTED, as set forth in this Order.
2. Any and all objections, if any, to the Notices or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on the merits with prejudice.
3. The purchase and sale agreement attached hereto as **Exhibit A** (as amended, the "**Purchase Agreement**"), all of the terms and conditions thereof, and the transactions contemplated thereby are hereby approved in all respects pursuant to sections 105, 363(b), and 365 of the Bankruptcy Code.
4. Based upon the record before the Court, the Purchaser's offer for the Property, as set forth in the Purchase Agreement, is the highest or otherwise best offer.

5. The Debtor<sup>3</sup> is authorized to consummate the sale of the Property pursuant to and in accordance with the terms and conditions of the Purchase Agreement.

6. The Debtor is authorized to execute and deliver, and empowered to perform under, and consummate, the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary to consummate the sale of the Property.

7. The Debtor is authorized to pay all brokerage fees and other normal and customary fees and costs associated with the sale, including ad valorem taxes.

8. This Order shall be binding in all respects upon (a) the Debtor and its successor, (b) the Debtor's estate and its successor, (c) the Debtor's creditors, (d) all holders of liens, claims, encumbrances, and other interests whether known or unknown against the Property, and (e) the Purchaser and all of its successors and assigns.

9. This Order and the Purchase Agreement shall inure to the benefit of (a) the Debtor, its estate, its creditors, (b) the Purchaser, and (c) the respective successors and assigns of each of the foregoing.

10. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor is hereby authorized to sell the Property free and clear of any liens, claims, encumbrances and other interests, including, but not limited to, any interest in the Property claimed by Hartman vREIT XXI, Inc. (except as set forth in the Purchase Agreement) (collectively, the "**Liens**"). To the extent, and only to the extent, that the terms of the Purchase Agreement allow the Debtor to deliver to the Purchaser at the closing a deed with "Permitted Exceptions" (as defined in the Purchase Agreement), such Permitted Exceptions shall survive the sale.

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<sup>3</sup> In the event the *Second Amended Combined Disclosure Statement and Plan of Reorganization of Hartman SPE, LLC* becomes effective prior to the closing date of this sale, the term "Debtor" shall be defined to include Silver Star CRE, LLC.

11. Pursuant to section 363(f) of the Bankruptcy Code, upon the consummation of the transactions contemplated by the Purchase Agreement (the “**Closing**”), the Property (and good and marketable title to the Property) and all of the Debtor’s rights, title, and interest therein shall be transferred to the Purchaser free and clear of all Liens with all such Liens to attach to the net cash proceeds of the sale of the Property in the order of their priority, with the same validity, force, and effect which they now have as against the Property, subject to any claims and defenses, setoffs, or rights of recoupment the Debtor may possess with respect thereto; provided, however, that the Purchaser shall receive a credit at Closing for the Debtor’s pro-rata share of 2024 ad valorem taxes assessed against the Property and the Purchaser shall be responsible for paying such 2024 ad valorem taxes in full. The statutory lien securing payment of such 2024 ad valorem tax liability shall remain attached to the Property until paid in full, including any applicable penalties or interest; and the Purchaser assumes full responsibility for paying such 2024 ad valorem taxes in full. Any dispute regarding the proration of the ad valorem taxes between the Debtor and Purchaser shall have no effect on Purchaser’s responsibility to pay the 2024 ad valorem taxes.

12. As to all contracts listed on **Exhibit B** (the “**Assigned Contracts**”), the Debtor is authorized, but not directed, pursuant to sections 105 and 365 of the Bankruptcy Code, to assume and assign the Assigned Contracts to Purchaser in connection with the Purchase Agreement. Such assignment shall be free and clear of all Liens, with all such Liens to attach to the net cash proceeds of the sale of the Property in the order of their priority, with the same validity, force and effect which they now have as against the Assigned Leases, subject to any claims and defenses, setoffs, or rights of recoupment the Debtor may possess with respect thereto. With Purchaser’s prior consent, the Debtor may remove Assigned Contracts from **Exhibit B** at any time on or before closing, subject to further extension by agreement with Purchaser.

13. The Debtor is hereby authorized to pay the cure amounts, if any, listed on **Exhibit B** or as otherwise Ordered by the Court (the “**Cure Amount**”), and the non-Debtor parties to the Assigned Contracts are hereby (a) forever barred from objecting to the Cure Amount and asserting any additional cure amount or other amounts with respect to the Assigned Contracts arising on or before the date of assignment; and (b) deemed to have consented to the assumption and assignment of the Assigned Contracts.

14. All anti-assignment provisions contained within the Assigned Contracts, whether such provisions expressly prohibit or have the effect of restricting or limiting assignment of such contract or lease, are unenforceable and prohibited pursuant to section 365(f) of the Bankruptcy Code.

15. Upon assumption and assignment of the Assigned Contracts, all rights, benefits, and obligations of the Debtor under the Assigned Contracts arising from and after such assignment shall inure to the benefit of Purchaser and the Debtor shall have no further obligation to the non-Debtor parties to the Assigned Contracts.

16. The Purchaser, as a purchaser in good faith, shall have the protections afforded pursuant to section 363(m) of the Bankruptcy Code.

17. Nothing contained in the Notices, the Sale Procedures, or this Order, or any payment made pursuant to the authority granted by this Order, is intended to be or shall be deemed as (a) an admission as to the validity of any claim against the Debtor, (b) a waiver of the Debtor’s or any party in interest’s rights to dispute the amount of, basis for, or validity of any claim, (c) a waiver of the Debtor’s rights under the Bankruptcy Code or any other applicable non-bankruptcy law, (d) an agreement or obligation to pay any claims, (e) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (f) an admission as to the validity



of any liens satisfied pursuant to the Sale Procedures, or (g) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code, other than as provided herein.

18. The Debtor is authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

19. The stay under section 6004(g) of the Bankruptcy Code is hereby waived; accordingly, the terms of this Order shall take effect and be enforceable immediately.

20. This Court shall retain jurisdiction over any and all matters arising from the interpretation, implementation, or enforcement of this Order.