

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Hartman SPE, LLC,¹

Debtor.

Chapter 11

Case No. 23-11452 (MFW)

Objection Deadline: March 29, 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**”)² 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.

¹ 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 or from the Debtor’s Claim Agent’s website <https://dm.epiq11.com/HartmanSPE>.

² 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
12850 Hillcrest Road (Southeast Quadrant of Hillcrest Road and IH-635) Dallas, Texas	Shop Concepts, LLC	Thirty (30) days following the expiration of the Review Period, or such earlier date as may be designated by Purchaser upon not less than three (3) days prior written notice to Seller. The Review Period commences on the Execution Date and expires one hundred fifty (150) days following the Effective Date.

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 29, 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.

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Dated: March 15, 2024
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.

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—and—

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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:)	Chapter 11
Hartman SPE, LLC,)	Case No. 23-11452 (MFW)
Debtor. ¹)	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”)² 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.

¹ 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 or from the Debtor’s Claim Agent’s website <https://dm.epiq11.com/HartmanSPE>.

² 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.

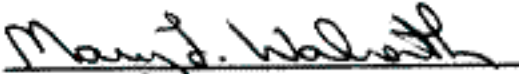
9. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

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

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
ADOLESCENT HEALTH ASSOCIATES, P.A.	12800 HILLCREST ROAD, SUITE A216 DALLAS, TX 75230	vivabien@hotmail.com	LEASE	\$0
ADVANCED SPEECH & LANGUAGE THERAPY, LLC	12850 HILLCREST ROAD, SUITE F102 DALLAS, TX 75230	asltbilling@gmail.com	LEASE	\$0
AFFILIATED AIR, INC.	10610 METRIC DRIVE, #110 DALLAS, TX 75243	affiliatedair@yahoo.com	LEASE	\$0
ANDREY CHEHELOKOVSKIY	11816 INWOOD ROAD, SUITE 1326 DALLAS, TX 75244	andrey@360painting.com	LEASE	\$0
ANNA BURTON	12830 HILLCREST ROAD, SUITE SAT04 DALLAS, TX 75230	annaburton@gmail.com	LEASE	\$0
ARRINGTON OUTDOOR ADVERTISING, LP	12880 HILLCREST ROAD, SUITE J217 DALLAS, TX 75230	Mike@arringtonoutdoor.com	LEASE	\$0
ASBY HEALTH LLC	12890 HILLCREST ROAD, SUITE K109 DALLAS, TX 75230	asbyhealth@gmail.com	LEASE	\$0
BARBARA YONAN	12830 HILLCREST ROAD, SUITE D111-18 DALLAS, TX 75230	yonan.barbara40@gmail.com	LEASE	\$0
BEST CHOICE HOME CARE INC.	12820 HILLCREST RD, SUITE C107 DALLAS, TX 75230	kate@arstarhh.com	LEASE	\$0
BILLY GRAMMER, LPC/LMFT/CST	12820 HILLCREST ROAD, SUITE C203 DALLAS, TX 75230	billyglpc@gmail.com	LEASE	\$0
BOLD ENTERPRISE, LLC.	12810 HILLCREST, SUITE B115 ATTN: LEESEAN	info@boldenter.com	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
	BOLLING DALLAS, TX 75230			
BOYD LYLES, M.D., P.A., a Texas Professional Association	7223 LAVENDALE CIRCLE DALLAS, TX 75230	kim@bookkeepinginmotion.com	LEASE	\$0
CABE-LONG PROPERTIES, LTD	12830 HILLCREST ROAD, SUITE D111-33 DALLAS, TX 75230	cabelongproperties@gmail.com	LEASE	\$0
CENTER FOR HOLISTIC HEALING	12870 HILLCREST ROAD, SUITE H226 DALLAS, TX 75230	center@holistichealingjs.com	LEASE	\$0
CENTER FOR SOCIAL SUCCESS, P.C.	12880 HILLCREST ROAD, SUITE J105 DALLAS, TX 75230	melissa@dristre.com	LEASE	\$0
CHAD SIMMONS, M.D.	12890 HILLCREST ROAD, SUITE K203 DALLAS, TX 75230	dcsimmonsmd@gmail.com	LEASE	\$0
CHAPPELL COUNSELING SERVICES LLC	8613 TREASURE COVE ATTN: Nina Chappell ROWLETT, TX 75089	ninachappell@verizon.net	LEASE	\$0
CLEAR CONNECTION COMMUNICATIONS, LLC	12830 HILLCREST ROAD, SUITE D111-3 AND 31 DALLAS, TX 75230	bhatten@clearconnectiontx.com	LEASE	\$0
CONVERGING HEALTH, LLC	12810 HILLCREST ROAD, SUITE B221 DALLAS, TX 75230	accounting@ConvergingHealth.com	LEASE	\$0
CYNTHIA SWAYZE SMITH	7223 LAVENDALE CIRCLE DALLAS, TX 75230	kim@bookkeepinginmotion.com	LEASE	\$0
DANIEL HORTON, PHD	3319 WHITEHALL DRIVE DALLAS, TX 75229	drhorton@danielhortonphd.com	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
DAVID TROSMAN ATTORNEYS AND COUNSELORS AT LAW PLLC	12820 HILLCREST ROAD, SUITE C119 DALLAS, TX 75230	trosman_david@yahoo.com	LEASE	\$0
DENNARD-LASCAR ASSOCIATES, LLC	1800 W. LOOP SOUTH, #200 Houston, TX 77027	rblack@dennardLascar.com	LEASE	\$0
DENTAL SURGICAL SOLUTIONS, LLC	3500 CENTENARY AVE DALLAS, TX 75225	Larapoynor@aol.com	LEASE	\$0
DONALD E. LOOKADOO	6730 BROOKSHIRE DRIVE DALLAS, TX 75230	delookadoo@aol.com	LEASE	\$0
DONALD HAYS	9619 BASELINE DRIVE DALLAS, TX 75243	hays5180@sbcglobal.net	LEASE	\$0
DR. QIONG BAI, OMD LAc	12880 HILLCREST ROAD, SUITE J224 DALLAS, TX 75230	bai@acupuncturetx.com	LEASE	\$0
DR. SUSAN BROOKS, LAC, DACM	2725 WINDING OAK TRAIL GARLAND, TX 75044	brinnarde@gmail.com	LEASE	\$0
DWIGHT KIERBOW HOMES, LLC	12830 HILLCREST ROAD, SUITE D111-20 DALLAS, TX 75230	m.kierbow@yahoo.com	LEASE	\$0
DY PROPERTIES, INC.	12830 HILLCREST ROAD, SUITE D111-5 DALLAS, TX 75230	mfincher@roseinv.com	LEASE	\$0
DYAN TAREPE	12830 HILLCREST ROAD, SUITE D201 DALLAS, TX 75230	dyanjohnson101@gmail.com	LEASE	\$0
EBS COLLECTION LLC	4232 MCKINNEY, #110 DALLAS, TX 75205	leesasmi@gmail.com	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
EDWARD L. GOLUB	12724 SUNLIGHT DRIVE DALLAS, TX 75230	ed.golub@att.net	LEASE	\$0
ERIC LUND	12830 HILLCREST ROAD, SUITE SAT-06 DALLAS, TX 75230	eric@ericlundcpa.com	LEASE	\$0
FOSTER KIDS CHARITY	12830 HILLCREST ROAD, SUITE D111-26 DALLAS, TX 75230	michelle@fosterkidscharity.org	LEASE	\$0
FREDRICK J. O'LAUGHLIN, P.C.	12830 HILLCREST ROAD, SUITE SAT-26 DALLAS, TX 75230	fred.olaughlin@gmail.com	LEASE	\$0
FX TRADING, LLC	12800 HILLCREST ROAD, STE. A108 Dallas, TX 75230	lcaeh@me.com	LEASE	\$0
GILBERT COMMERCIAL LP	12830 HILLCREST ROAD, SUITE D122 DALLAS, TX 75230	john@gilbertcommercial.com	LEASE	\$0
HBP MANAGEMENT SERVICES LLC	5931 BONNARD DRIVE DALLAS, TX 75230	msanderson@hrm-llc.com	LEASE	\$0
HOTEL ASSOCIATION OF NORTH TEXAS ORGANIZATION	12830 HILLCREST ROAD, SUITE D218 DALLAS, TX 75230	traci@hantx.org	LEASE	\$0
HV LASH&BROW STUDIO LLC	7905 WENDY LANE ATTN: HILDA VALBUENA PLANO, TX 75025	hilda.valbuena.rincon@gmail.com	LEASE	\$0
INTEGRATIVE PEDIATRIC THERAPY, INC.	12850 HILLCREST ROAD, SUITE F100 DALLAS, TX 75230	sallyf@iptkids.com	LEASE	\$0
INTERNATIONAL TRAVEL SOLUTIONS LLC dba Passport Health	12810 HILLCREST ROAD, SUITE B131 DALLAS, TX 75230	info@passporthealthtexas.com	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
INTERSTATE AGENT SERVICES, LLC	12830 HILLCREST ROAD, SUITE SAT-13 DALLAS, TX 75230	Alex@interstatefilings.com	LEASE	\$0
IPFS CORPORATION	1055 BROADWAY BLVD. 11TH FLOOR KANSAS CITY, MO 64105-2289	ap@ipfs.com	LEASE	\$0
JAC INSURANCE SERVICES INC.	12830 HILLCREST ROAD, SUITE D111-30 DALLAS, TX 75230	jcrystal@twfg.net	LEASE	\$0
JEANNIE B. WHITMAN, PHD	12830 HILLCREST ROAD, SUITE C224 DALLAS, TX 75230	dr@jeanniewhitman.com	LEASE	\$0
JENNY ANDRADE	12830 HILLCREST ROAD, SUITE D116 DALLAS, TX 75230	calicostar8@gmail.com	LEASE	\$0
JOHN S. WIGGANS, D.D.S., P.A.	12880 HILLCREST ROAD, SUITE J108 DALLAS, TX 75230	johnwiggans@sbcglobal.net	LEASE	\$0
JORDAN TOWING, INC.	7700 RONNIE DRIVE DALLAS, TX 75252	shonda.jordan@sbcglobal.net	LEASE	\$0
JOY ACKLIN, D.O., PLLC	3810 VITRUVIAN WAY, #310 ADDISON, TX 75001	support@asperamedical.com	LEASE	\$0
KELLY GALEY	12880 HILLCREST ROAD, SUITE J110 DALLAS, TX 75230	kgaley@gmail.com	LEASE	\$0
KENNETH R. CULBERTSON	12830 HILLCREST DRIVE, SUITE D111-7 DALLAS, TX 75230	support@stracoinc.com	LEASE	\$0
LAURA K. JOHNSON and MOLLIE D. KILLOUGH	12830 HILLCREST ROAD, SUITE D221 DALLAS, TX 75230	demcguire@sbcglobal.net	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
LIFEPOINTE HOSPICE DALLAS METROPLEX, LLC	1900 NORTH LOOP WEST, SUITE 150 HOUSTON, TX 77016	lifepointehospicecare@gmail.com	LEASE	\$0
LIVING STREAM, INC.	2431 W. LA PALMA AVENUE ATTN: RAYMOND J. GRAVER ANAHEIM, CA 92801	accountspayable@lsm.org	LEASE	\$0
LOKAHI LIFE CENTER, PLLC	12830 HILLCREST ROAD, SUITE D235 DALLAS, TX 75230	lokahilifecenter@gmail.com	LEASE	\$0
MANDY GOLDMAN'S EDUCATIONAL SOLUTIONS, LLC	12810 HILLCREST ROAD, SUITE B129 DALLAS, TX 75230	mandygold@verizon.net	LEASE	\$0
MARC WHITEHEAD & ASSOCIATES, ATTORNEYS AT LAW, LTD LLP	403 HEIGHTS BOULEVARD HOUSTON, TX 77007	mackinley@marcwhitehead.com	LEASE	\$0
MARTHA MARIN	12840 HILLCREST ROAD, SUITE E225 DALLAS, TX 75230	mmartha20@gmail.com	LEASE	\$0
MARTHA WILLIAMS, Ed.D. AND JAMES WALTER WILLIAMS	12820 HILLCREST ROAD, SUITE C117 DALLAS, TX 75230	drmarthawilliams@gmail.com	LEASE	\$0
MARY ELLEN BLUNTZER	12810 HILLCREST ROAD, SUITE B118 DALLAS, TX 75230	bchispa@aol.com	LEASE	\$0
MARYSE RUBERU, PHD	12830 HILLCREST ROAD, SUITE D111-19 DALLAS, TX 75230	MaryseRuberuPhd@outlook.com	LEASE	\$0
MEMORIAL MRI & DIAGNOSTIC MSO, LLC	9434 KATY FREEWAY, SUITE 408 HOUSTON, TX 77055	SCalero@primemri.com	LEASE	\$0
MEMORIAL MRI & DIAGNOSTIC MSO, LLC	9434 KATY FREEWAY, SUITE 408 HOUSTON, TX 77055	SCalero@primemri.com	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
MICHAEL HAMILTON and CHRISTINA VINCENT	6522 SCOTTSDALE WAY FRISCO, TX 75034	christinasgateway@gmail.com	LEASE	\$0
MICHELLE HILL MURRAY, LLC	12880 HILLCREST, SUITE J107 DALLAS, TX 75230	mrene56@gmail.com	LEASE	\$0
MYPATHCOUNSELING, PLLC	7307 INGLECLIFF DRIVE DALLAS, TX 75230	christiane@mypathcounseling.com	LEASE	\$0
NANCY BROOKS	12830 HILLCREST ROAD, SUITE B222 DALLAS, TX 75230	navbrooks@yahoo.com	LEASE	\$0
NATHANIEL S. ROPER	7910 NORTHHAVEN, #13 DALLAS, TX 75230	ropercpa@gmail.com	LEASE	\$0
NEUROTHERAPY CENTER of DALLAS	12870 HILLCREST ROAD, SUITE H201 DALLAS, TX 75230	admin@neurotherapydallas.com	LEASE	\$0
NINA DELEE	12830 HILLCREST ROAD, SUITE D226 DALLAS, TX 75230	ninadelee@sbcglobal.net	LEASE	\$0
NORMA MELAMED and JEFFREY GLASS	12810 HILLCREST ROAD, SUITE B220 DALLAS, TX 75230	jeffrey.glassmd@gmail.com	LEASE	\$0
OHLENFORST THERAPY DALLAS	12800 HILLCREST ROAD, SUITE A124 DALLAS, TX 75230	Dr.O@therapydallas.com	LEASE	\$0
ORIGINS COUNSELING, LLC	12870 HILLCREST ROAD SUITE H226 ATTN: JARED FUSON DALLAS, TX 75230	ap@originsrecovery.com	LEASE	\$0
PETTRASTONE	12830 HILLCREST ROAD, SUITE SAT-14 DALLAS, TX 75230	dial369@hotmail.com	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
RAMMELL NWAOKAI	12800 HILLCREST ROAD, SUITE A210 DALLAS, TX 75230	dallassportsrecovery@gmail.com	LEASE	\$0
RIKKI RUTCHIK, ATTORNEY AT LAW	12830 HILLCREST ROAD, SUITE D111-38 DALLAS, TX 75230	rikki.rutchik@gmail.com	LEASE	\$0
RIKKI RUTCHIK, ATTORNEY AT LAW	12830 HILLCREST ROAD, SUITE D111-38 DALLAS, TX 75230	Rikki.rutchik@gmail.com	LEASE	\$0
ROBERT ANSIAUX	12524 PLANTERS GLEN DALLAS, TX 75244	ransiaux@gmail.com	LEASE	\$0
ROBERT ANTHONY COUNSELING, PLLC	4160 GRIDIRON ROAD FRISCO, TX 75240	rwanthony3@aol.com	LEASE	\$0
ROGERS' CLINIC OF CHIROPRACTIC REHABILITATION, P.L.L.C.	ATTN: CHRISTOPHER B. ROGERS 2203 CREEKVIEW CARROLLTON, TX 75006	crogersdc@hotmail.com	LEASE	\$0
SANDRA U BUTTINE	12880 HILLCREST ROAD, SUITE J102 DALLAS, TX 75230	Collins.Bolozos@playworkspts.com	LEASE	\$0
SARAH OWEN	12830 HILLCREST ROAD, D111-23 DALLAS, TX 75230	sarahlpowen@gmail.com	LEASE	\$0
SCOTT M. BALE	12800 HILLCREST ROAD, SUITE A214 DALLAS, TX 75230	scottbale1@verizon.net	LEASE	\$0
SHAPES INC.	12890 HILLCREST ROAD, SUITE K212 DALLAS, TX 75230	adrianthedreamweaver@gmail.com	LEASE	\$0
SHOSID, PRYZANT, EMERY and DOOLEY	12880 HILLCREST ROAD, SUITE J104 DALLAS, TX 75230	MBell104@pm.me	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
SPEED WIRED, INC.	6310 LBJ FREEWAY, SUITE 120 DALLAS, TX 75240	Darren@pctsupport.com	LEASE	\$0
STREET INSURANCE AGENCY LLC	5547 SERRANO AVENUE DALLAS, TX 75240	nesta.street@gmail.com	LEASE	\$0
SUGGS PEDIATRIC OUTPATIENT THERAPY	639 SWORD BRIDGE DR. LEWISVILLE, TX 75056	jennifersuggs@spotstx.com	LEASE	\$0
SUKHDEEP KAUR	12840 HILLCREST ROAD, SUITE E210 DALLAS, TX 75230	info@texasheartcpr.com	LEASE	\$0
TEXAS HAND REHABILITATION AND OCCUPATIONAL THERAPY	12880 HILLCREST ROAD, SUITE J103 DALLAS, TX 75230	texashandrehab@gmail.com	LEASE	\$0
THE COHN LAW FIRM	12830 HILLCREST ROAD, SUITE SAT-01 DALLAS, TX 75230	lawvoll@cohnlawfirm.com	LEASE	\$0
THE HELM ABA LLC	12880 HILLCREST ROAD, SUITE J210 DALLAS, TX 75230	leeann@thehelmaba.com	LEASE	\$0
THE JEALOUS MERMAID, INC.	12830 HILLCREST ROAD, SUITE D111-7 DALLAS, TX 75230	donna@gopalmgardens.com	LEASE	\$0
THOMAS A GRUGLE, MD	12830 HILLCREST ROAD, SUITE D222 DALLAS, TX 75230	tgrugle@mac.com	LEASE	\$0
THOMAS L ENGLAND III	12800 HILLCREST ROAD, SUITE A208 DALLAS, TX 75230	tenglandii@aol.com	LEASE	\$0
TOTAL CARE ORTHOTICS and PROSTHETICS	12890 HILLCREST ROAD, SUITE K201 DALLAS, TX 75230	orthoticdesigns@gmail.com	LEASE	\$0

Contract Counterparty	Address	E-Mail Address	Contract Proposed to be Assumed and Assigned	Proposed Cure
UNIVERSITY PARK COUNSELING & TESTING CENTER, PLLC	12800 HILLCREST ROAD, SUITE A103 DALLAS, TX 75230	farrartwila@yahoo.com	LEASE	\$0
UPSIDE TO YOUTH DEVELOPMENT L.L.C.	9401 COURTHOUSE ROAD CHESTERFIELD, VA 23832	wmass003@gmail.com	LEASE	\$0
VANESSA ROPER	7910 NORTHHAVEN, #8 DALLAS, TX 75230	roper.vanessa@gmail.com	LEASE	\$0
VIJAY SIMHA REDDY KAMBHAM	2535 TURNBERRY COURT IRVING, TX 75063	hr@visireka.com	LEASE	\$0
WAYNE R. KIRKHAM, M.D., & ASSOCIATES	ATTN: WAYNE R. KIRKHAM, M.D 12800 HILLCREST RD. SUITE A110 DALLAS, TX 75230	wkirkham@airmail.net	LEASE	\$0
WAYNE R. KIRKHAM, M.D., & ASSOCIATES	12820 HILLCREST RD. SUITE C125 DALLAS, TX 75230	wkirkham@airmail.net	LEASE	\$0
WHITNEY E. DYER	2631 MARVIN AVENUE DALLAS, TX 75211	whitney@ocdandanxietyrecovery.com	LEASE	\$0
YOSSI SAIDA	12880 HILLCREST ROAD, SUITE J230 DALLAS, TX 75230	info@ajlocksmith.com	LEASE	\$0
ZEN ORTHOPEDICS, LLC	9718 HIGHLAND VIEW DRIVE DALLAS, TX 75238	lorenzo@zenorthopedics.com	LEASE	\$0
ZENTECH CONSULTING INC.	12955 TIMBER CROSSING DRIVE FRISCO, TX 75033	pavan@zenconit.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,¹

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**
(12850 Hillcrest Road, Dallas, Texas)
(Southeast Quadrant of Hillcrest Road and IH-635, Dallas, Texas)

This matter coming before the Court upon the notices (the “**Notices**”)² filed by the above-captioned debtor and debtor in possession (the “**Debtor**”)³ 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 12850 Hillcrest Road (southeast quadrant of Hillcrest Road and IH-635), Dallas, Texas (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 “**Declaration**”), the Sale Procedures, and the record of this Chapter 11

¹ 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 or from the Debtor’s Claim Agent’s website <https://dm.epiq11.com/HartmanSPE>.

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

³ Capitalized terms not otherwise defined herein shall maintain the meanings ascribed to them in the Purchase Agreement.

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**"),⁴ 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 Purchaser entered into the Purchase Agreement with Hartman SPE, LLC. To the extent that the Combined Disclosure Statement and Chapter 11 Plan of Reorganization of Hartman SPE, LLC goes effective prior to Closing, Silver Star CRE, LLC shall be the Seller under the Purchase Agreement.

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 or its assign 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 all of its successors and assigns, (b) the Debtor's estates, (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.

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, as well as any 2025 taxes. 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. The transactions contemplated by the Purchase Agreement will not be consummated for the purpose of hindering, delaying or defrauding creditors of the Debtor, and neither the Debtor nor the Purchaser have or has entered into the Purchase Agreement or is or are consummating the transactions contemplated hereby with any fraudulent or otherwise improper purpose.

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. Except as otherwise expressly set forth herein, the Purchaser shall not have any liability for any obligations of the Debtor arising under or related to any of the Property prior to the Closing Date. Without limiting the generality of the foregoing, and except as otherwise expressly set forth herein, the Purchaser shall not be liable for any claims against the Debtor or any of its predecessors or affiliates. By virtue of the transactions contemplated by the Purchase Agreement, the Purchaser and its respective affiliates, successors and assigns shall not be deemed or considered to (a) be a legal successor or otherwise be deemed a successor to the Debtor, (b) have, *de facto* or otherwise, merged with or into the Debtor, or (c) be a continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtor or its estate, businesses or operations, or any enterprise of the Debtor, in each case by any law or equity, and the Purchaser has not assumed nor is it in any way responsible for any liability or obligation of the Debtor or the Debtor's estate, except as expressly set forth herein. The Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising,

whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes (other than 2024 ad valorem taxes), arising, accruing or payable under, out of, in connection with, or in any way relating to the Property prior to the Closing Date.

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

20. 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.

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