


MARY LOUISE NICHOLSON
COUNTY CLERK

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT **SILVER STAR CRE, LLC**, a Delaware limited liability company ("**Grantor**"), acting by and through its duly authorized representative and pursuant to that Order Authorizing and Approving the Private Sale of Certain Nonresidential Real Property Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, Authorizing and Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases of Nonresidential Real Property, and Granting Related Relief, Case No. 23-11452 (MFW), issued by the Judge Mary F. Walrath of the United States Bankruptcy Court of the District of Delaware on March 27, 2024, in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations in hand paid by Grantee, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY, unto **TEXAS TRUST CREDIT UNION**, a Texas chartered credit union ("**Grantee**") with a mailing address of P.O. Box 2260, Mansfield, Texas 76063, all of that certain real property located at 1521 North Cooper Street, situated in Arlington, Tarrant County, Texas being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and all improvements located at the Property; together with all and singular, the rights and appurtenances pertaining to any of the foregoing, including without limitation, the right of Grantor, if any, in and to strips and gores, adjacent streets, alleys, easements, rights-of-way, rights of ingress and egress thereto.

This conveyance is subject to all restrictions, covenants, agreements, easements, mineral leases, mineral interests, and all other matters of record in Tarrant County, including without limitation, those matters set forth on **Exhibit B** attached hereto and made a part hereof (the "Permitted Exceptions").

Except for the special warranty of title contained herein or the other documents delivered by Grantor to Grantee on the date hereof, and except as expressly stated and limited in that certain Purchase and Sale Agreement dated effective March 27, 2024, as amended, between Grantor and Grantee, Grantee is acquiring the Property in "AS IS, WHERE IS" condition.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, hereditaments and appurtenances thereto belonging, unto the said Grantee, and Grantee's successors and assigns, forever. Grantor hereby binds itself, its successors and assigns to warrant and forever defend the title to the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor but not otherwise, subject to the Permitted Exceptions.

Ad valorem taxes for the year 2024 have been prorated between Grantor and Grantee through the date hereof and Grantee expressly assumes the payment of such taxes for such year and all subsequent years.

EXCEPT FOR THE REPRESENTATIONS EXPRESSLY SET FORTH IN THE REAL ESTATE PURCHASE CONTRACT DATED EFFECTIVE MARCH 27, 2024, AS AMENDED (THE "**CONTRACT**"), GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY

SET FORTH IN THE CONTRACT, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS, EXCEPT AS EXPRESSLY SET FORTH HEREIN, RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND AT THE CLOSING AGREED TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; PROVIDED, GRANTOR HAS NO REASON TO BELIEVE SAME IS INACCURATE OR INCOMPLETE IN ANY MATERIAL RESPECT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER/AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTEE (FOR ITSELF AND ITS SUCCESSORS, SUCCESSORS IN INTEREST AND ASSIGNS) RELEASES, ACQUITS, AND FOREVER DISCHARGES GRANTOR FROM, AND WAIVES, ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF, WHETHER AT LAW OR IN EQUITY AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN CONNECTION WITH, AS A RESULT OF, OR OTHERWISE WITH REGARD TO THE CONDITION OF THE PROPERTY, IMPROVEMENTS AND OTHER ASSETS, INCLUDING BUT NOT LIMITED TO THEIR ENVIRONMENTAL CONDITION, EXCEPT FOR CLAIMS MADE BY UNRELATED THIRD PARTIES. THIS GENERAL RELEASE SHALL BE APPLICABLE, WITHOUT LIMITATION, TO ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF AVAILABLE UNDER ANY HAZARDOUS SUBSTANCE LAW, EXCEPT FOR CLAIMS MADE BY UNRELATED THIRD PARTIES.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE SALES PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.


EXECUTED on the date of the acknowledgement below but to be effective as of
May 31, 2024.

[Signature Page Follows]

GRANTOR:

SILVER STAR CRE, LLC,
a Delaware limited liability company

By: Hartman SPE Management, LLC,
a Delaware limited liability company,
its Manager

By: 
Name: David Wheeler
Title: President

THE STATE OF TEXAS

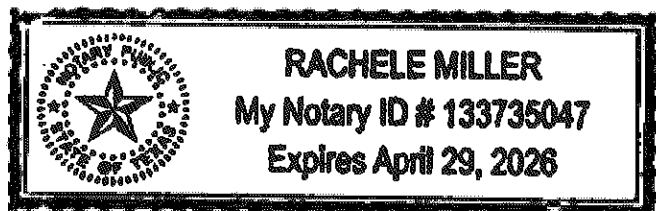
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COUNTY OF HARRIS

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This instrument was acknowledged before me on May 16, 2024 by David Wheeler, President of Hartman SPE Management, LLC, a Delaware limited liability company, Manager of Silver Star CRE, LLC, a Delaware limited liability company, in such capacity and on behalf of said limited liability companies.




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

EXHIBIT A**LEGAL DESCRIPTION**

Being a tract or parcel of land situated in the City of Arlington, Tarrant County, Texas, out of the J.M. Henderson Survey, Abstract No. 696, and being all of Lot 27-A-R of the J.M. Henderson Addition to the City of Arlington, recorded September 21, 1989, in Cabinet A, at Slide 229, Plat Records, Tarrant County, Texas, being more particularly described as follows:

Beginning at an Iron pin found for corner, being the Southeast corner of said Lot 27-A, and also being in the West line of Lot 27-B of said J.M. Henderson Addition, said point also being North 01°04'44" West, along said West line of Lot 27-B, 179.79 feet from the North right-of-way line of Road to Six Flags West (80' right-of-way);

thence North 01°04'44" West, a distance of 405.02 feet to an iron pin set for corner;

thence North 00°57'34" West, a distance of 48.24 feet to an iron pin set for corner;

thence North 88°50'38" West, a distance of 70.25 feet to a monument found for corner;

thence South 80°14'26" West, a distance of 107.68 feet to an iron pin set for corner;

thence South 87°27'49" West, a distance of 236.85 feet to a monument found for corner;

thence North 89°57'34" West, a distance of 104.00 feet to an iron pin set for corner;

thence South 45°00'44" West, a distance of 67.91 feet to a monument found for corner in the East right-of-way line of North Cooper Street (right-of-way varies);

thence South 00°05'00" East, with said right-of-way line of North Cooper Street, a distance of 107.52 feet, to a monument found for corner that is 60 feet East of the centerline of said street at this point:

thence South 04°19'08" East, with said right-of-way line, a distance of 131.02 feet to an iron pin set for corner;

thence South 02°30'00" East, with said right-of-way line, a distance of 50.40 feet to an iron pin set for corner that is 80 feet East of the centerline of said street;

thence South 00°05'00" East, with said right-of-way line, 60 feet from and parallel with the centerline of said street, a distance of 78.54 feet to an iron pin set for corner for corner;

thence South 88°53'16" East, departing said right-of-way line, a distance of 561.23 feet to the point of beginning (containing 5.539 acres of land, more or less)

EXHIBIT B**PERMITTED EXCEPTIONS**

1. Standby fees, taxes and assessments by any taxing authority for the year 2024 and subsequent years.
2. Rights of tenant(s) under unrecorded leases or rental agreements.
3. Easement granted by Hugh M. Moore, Trustee, to Texas Electric Service Company, dated 10/05/1984, filed 12/14/1984, recorded in Volume 8033, Page 2285, Real Property Records, Tarrant County, Texas, and as shown on Plat recorded in Cabinet A, Slide 229, Plat Records, Tarrant County, Texas, and as shown on the survey prepared by Byron D. Howell, R.P.L.S. No. 6048, with Bock and Clark Corporation an NV5 Company, Job No. 202302673-006 AAC, dated 07/20/2023, last revised 03/13/2024 (the "Survey").
4. Easement granted by J.D. Huffman to Texas Electric Service Company, dated 02/28/1941, filed 04/29/1941, recorded in Volume 1460, Page 113, Real Property Records, Tarrant County, Texas.
5. Easement granted by J.D. Huffman and wife, M.J. Huffman to Magnolia Gas Company, dated 03/21/1927, filed 04/01/1927, recorded in Volume 964, Page 349, Real Property Records, Tarrant County, Texas.
6. Easement granted by Hugh Moore, Trustee, to the City of Arlington, dated 09/12/1986, filed 10/03/1986, recorded in Volume 8705, Page 2217, Real Property Records, Tarrant County, Texas, and as shown on Plat recorded in Cabinet A, Slide 229, Plat Records, Tarrant County, Texas, and as shown on the Survey.
7. Easement granted by Lena B. Brown to Texas Electric Service Company, dated 03/04/1941, filed 04/29/1941, recorded in Volume 1460, Page 110, Real Property Records, Tarrant County, Texas.
8. Easement granted by Lena B. Brown to Sinclair Refining Company, dated 10/09/1947, filed 12/03/1947, recorded in Volume 1959, Page 587, Real Property Records, Tarrant County, Texas; as affected by Assignment filed 01/22/1951, recorded in Volume 2276, Page 548, Real Property Records, Tarrant County, Texas.
9. Easement granted by Clarence S. Brown, Jr., and Rolling Hills Country Club, to Texas Electric Service Company, filed 03/20/1958, recorded in Volume 3192, Page 5, Real Property Records, Tarrant County, Texas.
10. Terms, provisions, conditions, and easements contained in Ingress and Egress Easement, executed by and between Skymark Tower, a Texas Partnership, and Larry B. White, Trustee, dated 05/09/1987, filed 05/15/1987, recorded in Volume 8945, Page 1892, Real Property Records, Tarrant County, Texas. Assigned to Ticor Title Insurance Company of California, by instrument recorded in Volume 9421, Page 189, Real Property Records, Tarrant County, Texas.

11. The following easements and/or building lines, as shown on plat recorded in Cabinet A, Slide 229, Plat Records, Tarrant County, Texas, and as shown on the Survey:
 - 5' utility easement;
 - 10' building line;
 - 10' utility easement.
12. Terms, provisions, and conditions of Agreement, executed by and between Skymark Tower I, a Texas general partnership, and the City of Arlington, dated 09/12/1986, filed 09/17/1986, recorded in Volume 8688, Page 1530, Real Property Records, Tarrant County, Texas.
13. Terms and conditions of Ordinance No. 71-100, entitled Airport Zoning Ordinance of the Dallas-Fort Worth Regional Airport, filed 09/01/1982, recorded in Volume 7349, Page 1106, Real Property Records, Tarrant County, Texas.
14. Terms and provisions of Agreement, by and between Hugh M. Moore, Trustee, and The Southland Corporation, dated 09/21/1982, recorded in Volume 7365, Page 94, Real Property Records, Tarrant County, Texas, corrected and refiled in Volume 7394, Page 86, Real Property Records, Tarrant County, Texas, and amended in Volume 7444, Page 2203, Real Property Records, Tarrant County, Texas, and as shown on plat recorded in Cabinet A, Slide 229, Plat Records, Tarrant County, Texas, and as shown on the Survey.
15. Mineral lease, together with all rights privileges and immunities incident thereto, to Scout Enerby, as Lessee, from Arlington Owner Corp., a Delaware corporation, as Lessor, as evidenced by Memorandum of Oil, Gas and Mineral Lease, filed 02/05/2008, recorded in cc# D208041332, Real Property Records, Tarrant County, Texas. Amendment filed 10/30/2008, recorded in cc# D208410948, Real Property Records, Tarrant County, Texas. Ratification filed 03/11/2015, recorded in cc# D215048586, Real Property Records, Tarrant County, Texas. Title to said interest not checked subsequent to the date thereof.
16. Encroachment of sign over Northwestern corner of the property line as shown on the Survey.
17. Encroachment of asphalt over the South property line as shown on the Survey.