



**RECEIVER'S MOTION TO APPROVE SETTLEMENT WITH LANDLORD OF 777 MAIN STREET, FORT WORTH, TEXAS, AND TO SELL OFFICE FURNITURE LOCATED AT 777 MAIN STREET**

TO THE HONORABLE COURT:

Deborah D. Williamson, in her capacity as the Court-appointed Receiver (the "Receiver") for the Receivership Parties (as defined in the Receivership Order) and receivership estates (collectively, the "Receivership Estates") in the above-captioned case (the "Case"), hereby files this *Motion To Approve Settlement With Landlord Of 777 Main Street, Fort Worth, Texas, And To Sell Office Furniture Located At 777 Main Street and Brief in Support* (the "Motion"), requesting entry of an order, substantially in the form of the proposed order (the "Proposed Order") attached hereto as **Exhibit C**, granting approval of the settlement with the landlord and sale of office furniture described herein. In support of this Motion, the Receiver respectfully represents as follows:

**I. Background**

1. On December 1, 2021 (the "SEC Application Date"), Plaintiff, the Securities and Exchange Commission (the "SEC"), filed its *Emergency Motion for a Temporary Restraining Order and Emergency Ancillary Relief* which included an application for the appointment of a receiver for the Receivership Parties (the "SEC Application") [ECF No. 3].

2. On December 2, 2021, this Court determined that entry of an order appointing a receiver over the Receivership Parties was both necessary and appropriate to marshal, conserve, hold, and operate all of the Receivership Parties' assets pending further order of this Court. Accordingly, the Court entered the Receivership Order on December 2, 2021, appointing Deborah D. Williamson as the Receiver over the Estates in this Case [ECF No. 17].

3. After the Court appointed her Receiver and pursuant to the responsibilities with which she is charged, the Receiver took control and possession of an Office Lease, and furnishings therein, located at 777 Main Street, Suite 2160, Fort Worth, Texas. This motion requests authority for the Receiver to consummate a settlement with the landlord and to sell the office furnishings in the leased premises.

4. F7 SSSM, LLC, a Georgia limited liability company ("Landlord"), effective March 8, 2021, entered into that certain Office Lease (the "Office Lease") with The Heartland Group Ventures, LLC, a Texas limited liability company, one of the Receivership Parties ("Tenant") for a term of approximately 38 months at an initial monthly base rent of \$6,582.92, for leased premises of approximately 2,590 square feet, designated as Suite 2160, 777 Main Street, Fort Worth, Texas (the "Leased Premises").

5. Tenant thereafter furnished the Leased Premises with office furniture, including, without limitation, tables, lamps, chairs, monitors, couches, desks and all other personal property in the Leased Premises (collectively, the "Office Furniture").

6. On December 1, 2021, upon inception of this case, all Tenant business operations at the Leased Premises ceased and commencing on December 3, 2021, the Receiver changed the locks and seized all business records, computers and related materials from the Leased Premises, leaving all of the remaining Office Furniture in the Leased Premises.

7. The Office Lease required a security deposit of \$7,068.54 (the "Security Deposit"), and Tenant was current on its rent obligations through November 30, 2021. At the inception of the Receivership there were approximately 29 months remaining on the Office Lease, with monthly rent beginning at \$6,582.92, and escalating in the last year of the Office Lease to monthly rent of \$7,068.54.

8. After changing the locks and cleaning out all computers and business records from the Leased Premises, Receiver quickly determined that there was little if no equity in the Office Lease, and the Receiver also determined there was no need to utilize the Leased Premises for the Receivership Estates.

9. Receiver obtained an informal auctioneer's review of possible value of the remaining Office Furniture in the range of \$3,000 to \$5,000 gross, with the auctioneer noting the high cost and difficulties of auctioning and removing the Office Furniture from the Leased Premises.

10. Having determined that the Office Lease was of little value to the Receiver and the Receivership Estates, the receiver, through its counsel, immediately negotiated a compromise and resolution of all remaining Receiver obligations under the Office Lease.

11. The Receiver and the Landlord negotiated a *Mutual Release and Settlement Agreement*, attached hereto as **Exhibit A** (the "Mutual Release") which provides for: a) Payment to the Receiver of the Security Deposit, b) turnover and abandonment of the Leased Premises to the Landlord, effective December 1, 2021, c) entry into a mutual release in which all obligations of the Landlord, the Receiver, the Receivership Estates and the Tenant under the Office Lease are released and discharged.

12. Simultaneously, counsel for the Receiver negotiated a sale, for the purchase price of \$3,100, of all of the remaining Office Furniture to an adjoining tenant, the Jackson Walker law firm ("JW"). Since ownership of some of the Office Furniture is not clear, the proposed sale would be consummated through the use of a *Quitclaim Bill of Sale*, attached hereto as **Exhibit B** (the "Bill of Sale").

13. Receiver seeks this Court's approval of these transactions and for authority to immediately enter into the Mutual Release and the Bill of Sale, and for entry by the Court of the proposed *Order*, attached hereto as **Exhibit C**.

## **II. Argument and Authority**

14. It is well-settled that the primary goal of receivership is to provide a conduit through which assets can be held, liquidated and distributed to the particular receivership beneficiaries. *See, e.g., SEC v. Safety Finance Service, Inc.*, 674 F.2d 369, 371 (5th Cir. 1982). In this case, the beneficiaries include the numerous investors and creditors who were victimized as a result of the Defendants and the Relief Defendants allegedly orchestrating and operating an unlawful Ponzi scheme that divested investors of millions of dollars.

15. As stated above, at the inception of the Receivership the Receiver seized the Leased Premises and the Office Furniture. The Receiver immediately changed the locks on the Leased Premises, and identified and removed business records and computers from the Leased Premises. The Receiver also took pictures of all of the remaining Office Furniture and circulated those pictures to a well established auction firm in the Metroplex known for bankruptcy auctions and received an informal evaluation of gross auction value at \$3,000 to \$5,000 for all of the remaining Office Furniture, with the auctioneer noting substantial difficulty and expense auctioning and removing the Office Furniture from a tall high rise in downtown Fort Worth. At the same time, the Landlord made clear that they intended to charge and collect for the monthly rent under the Office Lease so long as the Receiver stayed in possession of the Leased Premises. At roughly \$6,582 base monthly rental, the Receiver evaluated and perceived the Office Lease as a continuing burden to the Receivership Estates. *Entry into the compromise with the Landlord provides*

*\$7,068.54 cash to the Receivership Estate, and discharges and releases all remaining obligations of the Receiver (and the Tenant) under the Office Lease—reducing what would otherwise be a significant monthly Receivership obligation to zero.*

16. Sale of the Office Furniture presents challenges to the Receiver. If the Receiver maintains the Office Furniture in the Leased Premises, the Receiver would be obligated to pay rent while conducting an auction in place. The Landlord would likely resist any effort to conduct an auction of the Office Furniture in place, and the costs of moving the Office Furniture to another auction site would be prohibitive and would likely exceed the value of the Office Furniture.

17. Having inquired about the value of the Office Furniture and having received expert auctioneer advice regarding same, Receiver seeks approval of a sale of the Office Furniture for a net price of \$3,100 cash. Since the buyer, the Jackson Walker law firm, is situated on the same floor as the Suite 2160, JW is a unique purchaser in that there is no cost of removal, auction fees, or other costs or difficulties in effectuating the sale of the Office Furniture. The Receiver was advised, through counsel, that some of the Office Furniture may be owned by the Landlord. Therefore, all of the Office Furniture either constitutes Receivership Assets within the meaning of this Court's December 2, 2021 *Order Appointing Receiver* [ECF No. 17], or the Receiver will quitclaim any interests, if any, in the Office Furniture. By selling the Office Furniture by Quitclaim Bill of Sale, the Receiver avoids any controversy regarding ownership of the Office Furniture, and the Receiver also avoids the costs of removing the Office Furniture to another site for auction sale.

18. District courts have broad powers and wide discretion to determine the appropriate relief in an equity receivership. *See SEC v. Safety Finance Service, Inc.*, 674 F.2d 368, 373 (5th Cir. 1982) (holding that the court overseeing the receivership is given “wide discretionary power” in light of “the concern for orderly administration”); *SEC v. Kaleta*, 530 F. App'x 360, 362 (5th

Cir. 2013). This includes the discretion to authorize a receiver to liquidate the receivership assets. *SEC v. Millennium Bank*, No. 7:09-CV-050-O, 2009 U.S. Dist. LEXIS 140912, at \*8 (N.D. Tex. July 21, 2009) (explaining that the Court’s discretion includes “the power to permit a Receiver to sell property where appropriate to protect the receivership estate”) (citing *S.E.C. v. Elliot*, 953 F.2d 1560, 1566 (11th Cir. 1992)). In addition, the 28 U.S.C. § 2004 governs the sale of personal property in this context and states:

Any personalty sold under any order or decree of any court of the United States shall be sold in accordance with section 2001 of this title [28 U.S.C. § 2001], unless the court orders otherwise.

28 U.S.C. § 2001(a) governs the procedure for the sale of real property. It states, in relevant part:

(a) Any realty or interest therein sold under any order or decree of any court of the United States shall be sold as a whole or in separate parcels at public sale at the courthouse of the county, parish, or city in which the greater part of the property is located, or upon the premises or some parcel thereof located therein, as the court directs. Such sale shall be upon such terms and conditions as the court directs.

Property in the possession of a receiver or receivers appointed by one or more district courts shall be sold at public sale in the district wherein any such receiver was first appointed, at the courthouse of the county, parish, or city situated therein in which the greater part of the property in such district is located, or on the premises or some parcel thereof located in such county, parish, or city, as such court directs, unless the court orders the sale of the property or one or more parcels thereof in one or more ancillary districts.

19. As the statute pertains to private sales, 28 U.S.C. § 2001(b) provides, in relevant part:

(b) After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. . . .

20. By entering the Mutual Release the Receiver will protect the Receivership Estates from the burden of the continuing Office Lease rent obligations, and the Receiver will obtain return of the Security Deposit. By entering into the sale of the Office Furniture pursuant to the Bill of Sale, the Receiver will maximize the value reasonably expected from these assets.

21. Receiver asks that this Court permit her to enter into the Mutual Release and the Bill of Sale and to take all other reasonable steps to consummate these transactions.

22. Allowing the Receiver to resolve all obligations under the Office Lease and to liquidate the Office Furniture seized from the Defendant The Heartland Group Ventures, LLC will most expeditiously further the goals of the Receivership. *Zacarias v. Stanford Int'l Bank, Ltd.*, 945 F.3d 883, 895 (5th Cir. 2019) (citing *SEC v. Wencke (Wencke II)*, 783 F.2d 829, 837 n. 9 (9th Cir. 1986) (additional citations omitted)).

**WHEREFORE PREMISES CONSIDERED**, the Receiver respectfully requests that, upon final hearing and consideration of this Motion, the Court authorize her to enter into the Mutual Release and the Bill of Sale. The Receiver also prays for such other and further relief, general or special, at law or in equity, to which she may show herself justly entitled.

Dated: January 25, 2022

Respectfully submitted,

**DYKEMA GOSSETT PLLC**

By: /s/ Jeffrey R. Fine

Jeffrey R. Fine

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**COUNSEL TO RECEIVER**

**CERTIFICATE OF CONFERENCE**

I hereby certify that on January 25, 2022, I conferred with Plaintiff Securities and Exchange Commission (the “SEC”) as to the proposed transactions set forth in the foregoing motion. The SEC is not opposed to the relief sought in this motion.

/s/ Deborah D. Williamson  
Deborah D. Williamson  
Receiver

**CERTIFICATE OF SERVICE**

I hereby certify that on January 25, 2022, the foregoing motion and corresponding exhibits were served via CM/ECF and via email on counsel for Plaintiff Securities and Exchange Commission.

/s/ Jeffrey R. Fine  
Jeffrey R. Fine

**EXHIBIT A**

## **MUTUAL RELEASE AND SETTLEMENT AGREEMENT**

**THIS MUTUAL RELEASE and SETTLEMENT AGREEMENT** (the “Agreement”) is made and entered into by and between F7 SSSM, LLC, a Georgia limited liability company (“Landlord”) and Deborah D. Williamson, solely in her capacity as Receiver (“Receiver”) and successor to the Tenant, The Heartland Group Ventures, LLC.

**WHEREAS**, Landlord, effective March 8, 2021, entered into that certain Office Lease (the “Office Lease”) with The Heartland Group Ventures, LLC, a Texas limited liability company (“Tenant”) for a term of approximately 38 months at an initial monthly base rent of \$6,582.92, for leased premises of approximately 2,590 square feet, designated as Suite 2160, 777 Main Street, Fort Worth, Texas (the “Leased Premises”); and

**WHEREAS**, the Office Lease required a security deposit of \$7,068.54 (the “Security Deposit”), and Tenant was current on its rent obligations through November 30, 2021;

**WHEREAS**, on December 1, 2021, the United States Securities and Exchange Commission (the “SEC”), commenced a civil proceeding in the United States District Court, Northern District of Texas, Fort Worth Division (the “Court”), Case No. 4:21-cv-1310-O, by filing its *Complaint and Emergency Motion for a Temporary Restraining Order and Emergency Ancillary Relief* (the “Receivership Case”), which included an application for the appointment of a receiver for various Defendants, including the Tenant, The Heartland Group Ventures, LLC; and

**WHEREAS**, on December 2, 2021, by virtue of that certain *Order Appointing Receiver* Deborah D. Williamson was appointed Receiver in the Receivership Case granting her “...all powers, authorities, rights and privileges heretofore possessed by the officers, directors, managers and general and limited partners of the entity Receivership Parties...” [defined to include The Heartland Group Ventures, LLC] “...in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Fed. R. Civ. P. 66; and

**WHEREAS**, as part of her responsibilities under the *Order Appointing Receiver*, the Receiver was directed to take custody, control and possession of all Receivership Property, including the Leased Premises, monies, funds, credits and other property (such as the Security Deposit) to which any of the Receivership Parties have a beneficial interest and to abandon any asset that in the Receiver’s reasonable business judgment, will not provide benefit or value to the Receivership Estates; and

**WHEREAS**, as of December 1, 2021, all Tenant business operations at the Leased Premises ceased and commencing on December 3, 2021, the Receiver changed the locks and seized all business records, computers and related materials from the Leased Premises; and

**WHEREAS**, the Receiver has determined that the Office Lease and the Leased Premises will not provide benefit or value to the Receivership Estates, the Receiver has made arrangements to sell all remaining office furniture and personal property in the Leased Premises

to an unrelated adjoining tenant, and the Landlord and Receiver have determined that it is in their respective best interests to fully and finally compromise, resolve and settle any and all claims by each of the parties, conditioned upon approval by the Court of this Agreement; and

**WHEREAS**, as a predicate to the effectiveness of this Agreement, the Receiver shall bring a motion before the Court in the Receivership Case and obtain entry of an order approving this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing premises and the promises contained in this Agreement, and for such other good and valuable consideration, and conditioned only upon entry by the Court of an order approving this Agreement, the parties hereto agree to a settlement and release as follows:

1. Landlord shall pay to Receiver the Security Deposit, without interest, in the sum of Seven Thousand Sixty Eight and 54/100 Dollars (\$7,068.54).

2. The Office Lease shall be deemed terminated effective December 1, 2021, the Leased Premises shall be deemed abandoned and surrendered to the Landlord as of that date, and all obligations of the Tenant, Receiver and the Receivership Estates under the Office Lease shall be deemed released and discharged. The Receiver shall surrender to the Landlord all keys to the Leased Premises and designated mailbox.

3. Each party shall bear its own costs and its own attorneys' fees.

4. In consideration of, and conditioned upon the foregoing, and by virtue of the authority of the *Order Appointing Receiver* and the *Order* approving this Agreement, Receiver, in her capacity as successor to the Tenant, and for anyone or any entity claiming by or through or under Tenant, does hereby fully and completely release, remise, acquit and forever discharge Landlord and any one or more of its respective parent corporations, subsidiaries, affiliates, agents, insurers, members, owners, officers, directors, shareholders, employees, attorneys, representatives, successors, subcontractors and assigns, from and against any and all claims, demands, causes of action, lawsuits, damages, costs, expenses, and liabilities of every kind, character and description, either direct or consequential, whether now known or unknown, and whether arising by contract, tort, statute, equity or otherwise, which Receiver may now have, may have had at any time heretofore, and/or may have at any time subsequently, pertaining or related to the Office Lease and the Leased Premises.

5. In consideration of, and conditioned upon the foregoing, the Landlord, for itself and its agents, attorneys, representatives, corporations, subsidiaries, successors and assigns, and for anyone or any entity claiming by or through or under the Landlord, does hereby fully and completely release, remise, acquit and forever discharge Receiver, the Receivership Estates and Tenant, and any one or more of their respective parent corporations, subsidiaries, affiliates, agents, insurers, members, owners, officers, directors, shareholders, employees, attorneys, representatives, successors, subcontractors and assigns, from and against any and all claims, demands, causes of action, lawsuits, damages, costs, expenses, and liabilities of every kind, character and description, either direct or consequential, whether now known or unknown, and

whether arising by contract, tort, statute, equity or otherwise, which the Landlord may now have, may have had at any time heretofore, and/or may have at any time subsequently, pertaining or related to the Office Lease and the Leased Premises.

6. Each party to this Agreement represents that it has either consulted legal counsel prior to signing this Agreement and has reviewed this Agreement with counsel or has had the opportunity to consult legal counsel prior to signing this Agreement.

7. Each party to this Agreement represents and warrants to each other that, where it is a company, corporation, limited liability company, limited partnership, partnership, association, trust, or any other such entity, it has been duly authorized and has the capacity to enter into and perform this Agreement and that all corporate and other actions and consents including, without limitation, third party consents required to authorize it to enter into and perform this Agreement have been properly taken.

8. Each party to this Agreement represents and warrants that it has not at any time heretofore assigned to any other person or party all or any portion of any claim or potential claim that each such party may have had or may have in the future against any other party hereto.

9. Each of the parties also represent and warrant to each other that they shall not breach any other agreement or arrangement or law by entering into or performing this Agreement and that this Agreement has been duly executed and delivered and is valid and binding according to its terms.

10. No action taken by the parties hereto, either previously or in connection with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any matter pertaining to any claim, or any defense thereto, as alleged, or as could have been alleged by either party, or of any liability to any other party or person.

11. The parties hereto agree that this Agreement constitutes the entire agreement by and between Landlord and Receiver regarding the matters covered by this Agreement, and all prior negotiations, agreements, understandings and statements made by and among the parties regarding the matters covered by this Agreement are superseded by and merged into this Agreement.

12. This Agreement may be signed in counterparts and each signed counterpart shall be deemed an originally executed Agreement. Signatures completed by facsimile and/or electronic scanning are an acceptable form of signature for the purposes of this Agreement.

13. If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

14. Each party to this Agreement cooperated in the drafting of this Agreement. Therefore, in the construction of this Agreement, the provisions hereof shall not be construed against either party.

15. This Agreement shall be governed by the laws of the State of Texas and any actions brought to enforce any of the terms of this Agreement shall be brought exclusively in the United States District Court for the Northern District of Texas hearing Case No. 4:21-cv-1310-O.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Mutual Settlement and Release Agreement having read and fully understanding the provisions hereof. This Agreement may be signed in counterparts.

**Deborah D. Williamson, in her capacity as Receiver in Case No. 4:21-cv-1310-O Pending in the United States District Court, Northern District of Texas, Fort Worth Division**

**F7 SSSM, LLC, a Georgia limited liability company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Dated: February \_\_\_\_\_, 2022

Dated: February \_\_\_\_\_, 2022

**EXHIBIT B**

## QUITCLAIM BILL OF SALE

THIS QUITCLAIM BILL OF SALE ("*Bill of Sale*") is made this \_\_\_\_ day of January, 2022 (the "*Effective Date*"), by Deborah D. Williamson, solely in her capacity as the duly appointed Receiver of the The Heartland Group Ventures, LLC, a Texas limited liability company, a Receivership Party in *SEC v. The Heartland Group Ventures, LLC, et al.*, Civil Case No. 4:21-cv-01310-O, pending in the United States District Court, Northern District of Texas, Fort Worth Division ("*Seller*"), to Jackson Walker LLP, 777 Main Street, Fort Worth, Texas ("*Buyer*").

### RECITALS:

A. Effective March 8, 2021, Tenant, The Heartland Group Ventures, LLC, a Texas limited liability company, entered into that certain Office Lease for leased premises of approximately 2,590 square feet, designated as Suite 2160, 777 Main Street, Fort Worth, Texas (the "*Leased Premises*"), and Tenant thereafter furnished the Leased Premises with office furniture, including, without limitation, tables, lamps, chairs, monitors, couches, desks and all other personal property in the Leased Premises (collectively, the "*Office Furniture*");

B. On December 1, 2021, the United States Securities and Exchange Commission, commenced a civil proceeding in the United States District Court, Northern District of Texas, Fort Worth Division (the "Court"), Case No. 4:21-cv-1310-O (the "Receivership Court"), by filing its *Complaint and Emergency Motion for a Temporary Restraining Order and Emergency Ancillary Relief* (the "Receivership Case"), which included an application for the appointment of a receiver for various Defendants, including the Tenant, The Heartland Group Ventures, LLC;

C. On December 2, 2021, by virtue of that certain *Order Appointing Receiver* Deborah D. Williamson was appointed Receiver in the Receivership Case granting her "...all powers, authorities, rights and privileges heretofore possessed by the officers, directors, managers and general and limited partners of the entity Receivership Parties..." [defined to include The Heartland Group Ventures, LLC] "...in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Fed. R. Civ. P. 66;

D. On December 1, 2021, all Tenant business operations at the Leased Premises ceased and commencing on December 3, 2021, the Receiver changed the locks and seized all business records, computers and related materials from the Leased Premises, leaving all of the remaining Office Furniture in the Leased Premises; and

E. As part of her responsibilities under the *Order Appointing Receiver*, the Receiver was directed to take custody, control and possession of all Receivership Property, including the Leased Premises, monies, funds, credits and other property (such as the remaining Office Furniture) to which any of the Receivership Parties have a beneficial interest and to sell any asset for an amount that in the Receiver's reasonable business judgment, will provide benefit or value to the Receivership Estates.

F. This Bill of Sale shall be effective only upon entry by the Receivership Court of an Order approving the Receiver's execution of same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this Agreement, including without limitation, the Buyer's obligation to pay the Purchase Price set forth below,

1. **Sale of Office Furniture.** Seller hereby sells, assigns, abandons and quitclaims to and for the benefit of the Buyer all of its rights, title and interest, if any, to all of the Office Furniture currently located at the Leased Premises.
2. **Purchase Price.** The purchase price (the “*Purchase Price*”) for the Office Furniture shall be Three Thousand One Hundred and No/Dollars (\$3,100.00).
3. **Disclaimer.** SELLER DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE OR KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE OFFICE FURNITURE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING, BUT NOT LIMITED TO: TITLE, OWNERSHIP, MERCHANTABILITY, THE DESIGN OR CONDITION OF THE OFFICE FURNITURE, OR LATENT DEFECTS. BY ACCEPTANCE OF THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS INSPECTED THE OFFICE FURNITURE AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH OFFICE FURNITURE “AS IS, WHERE IS” AND “WITH ALL FAULTS”, WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NO IMPLIED WARRANTY AS TO TITLE, OWNERSHIP, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.
4. **Venue.** SELLER AND BUYER AGREE THAT THE SOLE AND EXCLUSIVE VENUE TO HEAR AND DETERMINE ANY DISPUTE OR ISSUE REGARDING THIS BILL OF SALE (AND ANY MATTER RELATED THERETO) IS THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF TEXAS, FORT WORTH DIVISION, HEARING CASE NO. 4:21-CV-1310-O.
5. **Successors & Assigns.** This Bill of Sale shall be binding on, and inure to the benefit of, the parties hereto, their successors in interest and assigns.
6. **Governing Law.** The interpretation and performance of this Bill of Sale shall be governed by the laws of the State of Texas.
7. **Counterpart Signature.** This Agreement may be signed in counterparts and each signed counterpart shall be deemed an originally executed Agreement. Signatures completed by facsimile and/or electronic scanning are an acceptable form of signature for the purposes of this Agreement.
8. **Authority to Sign.** Each party to this Agreement represents and warrants to each other that, where it is a company, corporation, limited liability company, limited partnership, partnership, association, trust, or any other such entity, it has been duly authorized and has the capacity to enter into and perform this Agreement and that all corporate and other actions and consents including, without limitation, third party consents required to authorize it to enter into and perform this Agreement have been properly taken.

[Remainder of page intentionally left blank.]

**SELLER:**

**THE HEARTLAND GROUP VENTURES, LLC**, a Receivership Party in Case No. 4:21-cv-1310-O, pending in the United States District Court for the Northern District of Texas, Fort Worth Division

By: \_\_\_\_\_  
Deborah D. Williamson, duly appointed  
Receiver

**BUYER:**

**JACKSON WALKER LLP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**  
**PROPOSED ORDER**



**ORDER APPROVING RECEIVER'S MOTION TO APPROVE SETTLEMENT WITH LANDLORD OF 777 MAIN STREET, FORT WORTH, TEXAS, AND TO SELL OFFICE FURNITURE LOCATED AT 777 MAIN STREET**

Came on to be considered the Receiver's *Motion To Approve Settlement With Landlord Of 777 Main Street, Fort Worth, Texas, And To Sell Office Furniture Located At 777 Main Street.*

After considering the Receiver's motion, all responses thereto, if any, all evidence submitted to the Court and the arguments of counsel, the Court is of the opinion that said motion should be GRANTED in all respects.

IT IS THEREFORE ORDERED that the Receiver's *Motion To Approve Settlement With Landlord Of 777 Main Street, Fort Worth, Texas, And To Sell Office Furniture Located At 777 Main Street* is **GRANTED** in all respects.

IT IS FURTHER ORDERED that the Receiver may sign the Mutual Release and the Bill of Sale and take all other actions reasonably necessary to consummate the transactions referenced therein.

Signed this \_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
REED O'CONNOR  
UNITED STATES DISTRICT JUDGE

Prepared and submitted by:

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**COUNSEL TO RECEIVER**