

After recording, return to: Andrew R. Seger, Key Terrell & Seger LLP, 4825 50<sup>th</sup> Street, Suite A,  
Lubbock, Texas 79414

### Notice of Partial Foreclosure Sale

May 13, 2024

**Deed of Trust:** Deed of Trust dated April 11, 2022, recorded on April 18, 2022 under Document No. C37455 of the Official Public Records of Winkler County, Texas; and

*Insofar and only insofar* as the same covers the Minerals (Section ii of Exhibit A to the Deed of Trust) of the "Chevron Assets," as described in Exhibit A, attached.

**Dated:** April 11, 2022

**Grantor:** Ruckus Energy Resources LLC

**Trustee:** Peter Benz

**Substitute Trustee:** Andrew R. Seger  
4825 50<sup>th</sup> Street, Suite A  
Lubbock, Texas 79414  
(806) 793-1906

**Lender:** BFR Oil Holdings LLC

**Recorded in:** Official Real Property Records of Winkler County, Texas.

**Secures:** Senior Secured Promissory Note dated March 9, 2022, in the original principal amount of \$5,000,000, as amended by the February 10, 2023 Amendment Agreement, in the principal amount of \$5,000,000 together with 4,111,722 Class A Units of Ruckus Energy Holdings, LLC (collectively the "Promissory Note"), executed by Ruckus Energy Holdings, LLC and Ruckus Energy Resources, LLC ("Borrower") and payable to the order of Lender together with all accrued interest, costs, fees and/or penalties recoverable thereunder.

**Property:** Minerals (Section ii of Exhibit A to the Deed of Trust) of the "Chevron Assets," as more fully identified by their legal descriptions in Exhibit A, attached.

**Legal Description:**

All right, title and interest of the Grantor in, to, and under the Assets

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POSTED  
THIS 13<sup>th</sup> DAY OF May 2024  
AT 3:43 O'CLOCK P.M.  
Pam Greene  
PAM GREENE, COUNTY CLERK  
WINKLER COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

described in the schedule attached hereto, marked Exhibit A for identification, incorporated herein.

**Foreclosure Sale:**

**Date:** June 4, 2024

**Time:** The sale of the Property will be held between the hours of 10:00 A.M. and no longer than three (3) hours thereafter. The sale will be completed no later than 4:00 P.M. local time.

**Place:** Winkler County Courthouse in Kermit, Texas, on the steps outside the main entrance to the Courthouse

**Terms of Sale:** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender, as applicable for sale to be granted pursuant to power of sale and deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to Sections 4.3 and 4.7 of the Deed of Trust, Lender expressly reserves all of its rights, remedies, and powers under the Promissory Note, at law, in equity, or otherwise. Specifically, Lender has the right to proceed with separate foreclosure sales, selling one or more parcels of the Mortgaged Property without exhaustion of the right of sale arising out of the Event of Default as defined in the Deed of Trust.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

As of May 10, 2024, there was owed \$6,075,229.36 on this note.

Questions concerning the sale may be directed to the undersigned or to the beneficiary:

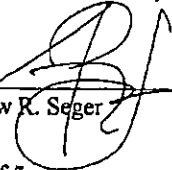
BFR Oil Holdings LLC  
C/O Peter Benz  
1705 Floribunda Ave  
Hillsborough, CA 94010

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

*Effective date of appointment:* To the extent this sale constitutes an appointment of a substitute trustee, you are notified as follows:

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORGAGEE OR MORTGAGE SERVICER.**

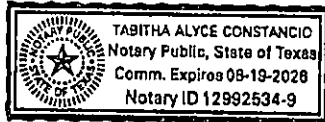
ANDREW R. SEGER, SUBSTITUTE TRUSTEE

  
\_\_\_\_\_  
Andrew R. Seger

STATE OF TEXAS )  
COUNTY OF LUBBOCK )

Before me, the undersigned notary public, on this day personally appeared Andrew R. Seger, as Substitute Trustee under the above referenced Deed of Trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13<sup>th</sup> day of May, 2024.



Tabitha Alyce Constanicio  
Notary Public, State of Texas

**EXHIBIT "A"**

(II) MINERALS

QLS NO.	LESSOR/ GRANTOR	LESSEE/ GRANTEE	EFF. DATE	RECORDING	LEGAL DESCRIPTION (In every case, SAVE AND EXCEPT and to reserve to Assignor the Excluded Depths)
128898	THE SIMMS OIL COMPANY	TIDE WATER OIL COMPANY	3/20/1936	VOLUME 53 PAGE 337	AS TO AND ONLY AS TO: USA/Texas/Winkler/Survey: PSL Block: B11 Section 24: ALL Section 25: ALL  Block: B12 Section 13: ALL
132125	G FRANK ALDRICH	SKELLY OIL COMPANY	8/12/1927	VOLUME 21 PAGE 502	USA/Texas/Winkler/Survey: PSL Block: B12 Section 3: W/2
138684	GEORGE VERN MILLER ET UX	GETTY OIL COMPANY	1/1/1980	VOLUME 306 PAGE 149	AS TO AND ONLY AS TO: USA/Texas/Winkler/Survey: PSL Block: B11 Section 03: S/2; S/2 N/2 Section 05: E/2 SE/4 Section 06: All Section 08: All Section 13: ALL OF SECTION 13 (CONSISTING OF 644 ACRES, MORE OR LESS, AND INCLUDING THAT 80 ACRE, MORE OR LESS, TRACT SOMETIMES REFERRED TO AS SECTION 3 SF 7906), BLOCK B-11, PSL, WINKLER COUNTY, TEXAS. Section 14: ALL OF SECTION 14 (CONSISTING OF 640 ACRES, MORE OR LESS, AND INCLUDING THAT 240 ACRE, MORE OR LESS, TRACT SOMETIMES REFERRED TO AS SECTION 2 SF 7905 AND THAT 400 ACRE, MORE OR LESS, TRACT SOMETIMES REFERRED TO AS SECTION 4 SF 7907), BLOCK B-11, PSL, WINKLER COUNTY, TEXAS. Section 15: All Section 16: All Section 17: All Section 24: All Section 25: All  Block: B12 Section 13: All

138685	FRANCIS XORBIE MILLER AND ESTHER PAULINE MILLER HUSBAND AND WIFE	GETTY OIL COMPANY	9/1/1979	VOLUME 304 PAGE 748	AS TO AND ONLY AS TO: USA/Texas/Winkler/Survey: PSL Block: B11 Section 03: S/2; S/2 N/2 Section 05: E/2 SE/4 Section 06: All Section 08: All Section 13: ALL OF SECTION 13 (CONSISTING OF 644 ACRES, MORE OR LESS, AND INCLUDING THAT 80 ACRE, MORE OR LESS, TRACT SOMETIMES REFERRED TO AS SECTION 3 SF 7908), BLOCK B-11, PSL, WINKLER COUNTY, TEXAS. Section 14: ALL OF SECTION 14 (CONSISTING OF 640 ACRES, MORE OR LESS, AND INCLUDING THAT 240 ACRE, MORE OR LESS, TRACT SOMETIMES REFERRED TO AS SECTION 2 SF 7905 AND THAT 400 ACRE, MORE OR LESS, TRACT SOMETIMES REFERRED TO AS SECTION 4 SF 7907), BLOCK B-11, PSL, WINKLER COUNTY, TEXAS. Section 15: All Section 16: All Section 17: All Section 24: All Section 25: All  Block: B12 Section 13: All
316438	WHALEY COMPANY INC	KEWANEE OIL COMPANY	10/1/1964	VOLUME 204 PAGE 305	USA/Texas/Winkler/Survey: PSL Block: B5 Section 17: NE/4
808093	WOODLEY PETROLEUM COMPANY	THE PURE OIL COMPANY	4/1/1960	VOLUME 162 PAGE 40	AS TO AND ONLY AS TO: USA/Texas/Winkler/Survey: PSL Block: 12 Section 13: All
808095	WOODLEY PETROLEUM COMPANY	THE PURE OIL COMPANY	4/1/1960	VOLUME 162 PAGE 40	USA/Texas/Winkler/Survey: PSL Block: B11 Section 03: N/2 N/2  Block: B5 Section 13: All Section 14: All Section 18: All Section 19: W/2 W/2, W/2 E/2 W/2 Section 22: W/2 W/2, W/2 E/2 W/2 Section 23: All
808095	WOODLEY PETROLEUM COMPANY	THE PURE OIL COMPANY	4/1/1960	VOLUME 162 PAGE 40	USA/Texas/Winkler/Survey: PSL Block: B11 Section 06: NW/4 Section 07: NE/4 Section 15: W/2 Section 16: NE/4; SW/4 Section 17: W/2