

After recording, return to: Andrew R. Seger, Key Terrell & Seger LLP, 4825 50th 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.

Dated: April 11, 2022

Grantor: Ruckus Energy Resources LLC

Trustee: Peter Benz

Substitute Trustee: Andrew R. Seger
4825 50th 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: The leasehold, improvements, and personal property, produced hydrocarbons to the extent applicable, described in and mortgaged in the Deed of Trust, including the leasehold interest and all things pertinent thereto described as follows:

Legal Descriptions:

Oil and Gas Lease of Marjorie M Nugent Individually and as Independent Executrix to Delmon Hodges, dated February 17, 1993, recorded in Vol. 414, p. 193 of the Official Real Property Records of Winkler County, Texas insofar as it covers the following portions only of lands in Winkler and

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13th POSTED
THIS 13th DAY OF May 2024
AT 7:45th O'CLOCK AM
BY Pam Greene
PAM GREENE, COUNTY CLERK
WINKLER COUNTY, TEXAS
DEPUTY

Loving County, Texas (the lands specifically described herein):

PUBLIC SCHOOL LAND/Block 28, Section 13: All

Oil and Gas Lease of Michael W Roye and Walter C Roye Co-Executors to Delmon Hodges, dated April 1, 1993, recorded in Vol. 414, p. 208 of the Official Real Property Records of Winkler County, Texas insofar as it covers the following portions only of lands in Winkler and Loving County, Texas (the lands specifically described herein):

PUBLIC SCHOOL LAND/Block 28, Section 13: All, LIMITED TO A DEPTH OF 100 FEET BENEATH THE DEEPEST DEPTH DRILLED ON ANY WELL PURSUANT TO THE TERMS OF THIS LEASE (0 FEET TO 20,846 FEET) 1

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

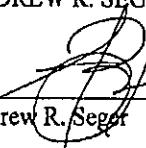
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the 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 MORGAGEEE OR
MORTGAGE SERVICER.

ANDREW R. SEGER, SUBSTITUTE TRUSTEE

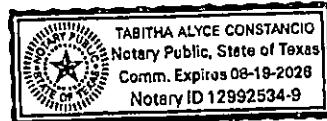

Andrew R. Seger

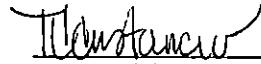
STATE OF TEXAS)

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 13th day of May, 2024.




Tabitha Alyce Constancio
Notary Public, State of Texas