

FILED  
THE 13<sup>th</sup> DAY OF July, 2021  
AT O'CLOCK 10:53AM.  
SHIRLEY GRAHAM  
COUNTY DIST. CLERK, IRION COUNTY, TX  
BY [Signature] DEPUTY

**NOTICE OF FORECLOSURE SALE**

July 13, 2021

- Credit Agreement:** Credit Agreement by and among Banner Resources, LLC, as Borrower (the "**Borrower**"), the Lenders that are signatories thereto, and Elm Park Capital Management, LLC, as the Arranger and Administrative Agent, dated as of February 10, 2014 (as thereafter amended, supplemented, and/or assigned, the "**Credit Agreement**")<sup>1</sup>
- Deed of Trust:** Mortgage, Deed of Trust, Security Agreement, Assignment of Production, Fixture Filing and Financing Statement, dated as of February 10, 2014, from Banner Resources, LLC, as Mortgagor, to Mark Schachter and, as Trustee, for the benefit of Elm Park Capital Management, LLC, as Mortgagee (as thereafter amended, supplemented, and/or assigned, the "**Deed of Trust**"), recorded in the real property records of Irion County, Texas (Vol. 216, Pg. 322, Ins. No. 20140030922), and recorded in the real property records of Tom Green County, Texas (Doc No. 201402007)
- Amendment:** First Supplement and Amendment to Mortgage and Deed of Trust, dated as of December 26, 2019 between Banner Resources, LLC, as Mortgagor, and Elm Park Capital Management, LLC, as Mortgagee, recorded in the real property records of Irion County, Texas (Vol. 267, Pg. 483, Ins. No. 20200003698), and recorded in the real property records of Tom Green County, Texas (Doc No. 202000405)
- Assignment:** The Loan, Deed of Trust and other Loan Documents and the liens and security interests evidenced thereby were transferred and assigned to Bonsai Energy Partners, LLC (the "**Noteholder**" or "**Beneficiary**") by an instrument dated October 7, 2020, recorded in the real property records of Irion County, Texas, and recorded in the real property records of Tom Green County, Texas
- Guaranty:** The Loan and all other indebtedness of Borrower to Noteholder is guaranteed by the Guaranty dated February 10, 2014, and executed by Banner Operating, LLC (the "**Guarantor**") in favor of Noteholder (the "**Guaranty**")
- Property:** The real property, improvements, and personal property described in and mortgaged in the Deed of Trust (the "**Property**")
- Substitute Trustees:** Eric M. English and/or Bryan L. Rochelle (the "**Substitute Trustees**")
- Substitute Trustees' Address:** Porter Hedges LLP

<sup>1</sup> Capitalized terms used but not defined herein have the respective meanings given them in the Credit Agreement.

1000 Main Street, 36<sup>th</sup> Floor  
Houston, Texas 77002

- Date:** August 3, 2021 (the "**Date**")
- Time:** The earliest time at which the sale of the Property (the "**Foreclosure Sale**") shall occur is 10:00 a.m. local time; the Foreclosure Sale shall begin at that time or not later than three hours after that time (the "**Time**").
- Place:** The foyer of the Edd B. Keyes Building, located at 113 West Beauregard Avenue, San Angelo, Tom Green County, Texas 76903, or in the south entrance of the Keyes Building if the building is closed (the "**Place**").
- 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 the Noteholder's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust (the "**Terms of Sale**").

The Loan has matured and default has occurred in the payment of the Loan and in the performance of the obligations of the Deed of Trust. Because of that default, Noteholder, the owner and holder of the Loan, has requested Substitute Trustees to sell the Property.

The Deed of Trust encumbers both real and personal property. Formal notice is hereby given of Noteholder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Noteholder'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 Trustees will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Noteholder 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 Noteholder. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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 Foreclosure Sale.

**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.**

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEES 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 MORTGAGEE OR MORTGAGE SERVICER.**

By: 

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**SUBSTITUTE TRUSTEES**