

NOTICE OF 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.

1. Property to Be Sold. The property (including any improvements) to be sold is located in San Augustine County, Texas, and is more fully described on Exhibit A, which is attached hereto and incorporated herein for all purposes, together with all improvements and fixtures upon, and appurtenances thereto, and all personal property secured by the loan agreement described in the Deed of Trust (as defined below).

The real property being sold is the same property described in the Deed of Trust (defined below).

2. Security Instrument to be Foreclosed. The instrument to be foreclosed on is that certain Renewal Deed of Trust and Security Agreement ("Deed of Trust"), dated January 10, 2025, executed by GOLDEN PHOENIX FARM LLC, a Texas limited liability company, to J. KEN MUCKELROY, Trustee, for the benefit of FIRST FINANCIAL BANK ("Lender"), filed in the Official Public Records of San Augustine County, Texas as Document No. 84320 on January 15, 2026.

3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: July 7, 2026

Time: The sale will begin no earlier than 10:00 a.m. and no later than 1:00 p.m.

Place: San Augustine County Courthouse, Texas, at the following location: 100 W. Columbia St., San Augustine, Texas 75972, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to Section 51.002 of the Texas Property Code.

In the event Lender decides to postpone, withdraw, or reschedule the sale for another day, the trustee or substitute trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this sale.

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender thereunder to have the bid credited to the amount owed under the Loan Agreement (defined below) up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

The 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of the 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 section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (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 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. Type of Sale. The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust.

6. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "Obligations") including, but not limited to, that certain Commercial Loan Agreement, dated January 10, 2025 (the "Loan Agreement") by and between Golden Phoenix Farm LLC, a Texas limited liability company (the "Borrower"), and Lender, and that certain Promissory Note No. 5903039108, in the original principal amount of \$3,045,000.00, dated January 10, 2025 (as amended, the "Note"), executed by the Borrower, and made payable to the order of Lender, such Note having a balance of approximately \$2,939,687.60 plus penalties and interest. In addition, the Loan Agreement and the Deed of Trust provide for reimbursement to Lender of its reasonable attorneys' fees and expenses incurred in collecting this debt.

7. Default and Request to Act. Default has occurred under the Loan Agreement and the Deed of Trust, and Lender has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person as substitute trustee to conduct the sale.

[Signature page follows.]

FILED FOR RECORD
June 16th 26
AT 11:20 O'CLOCK AM
MARGO NOBLE, COUNTY CLERK
SAN AUGUSTINE COUNTY
SAN AUGUSTINE, TEXAS
BY Alex Johnson
DEPUTY

Posted

EXECUTED to be effective as of June 15, 2026.

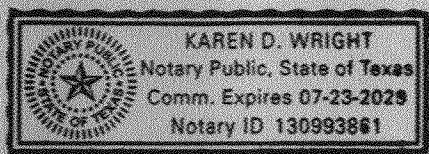
Ty Johnson
Ty Johnson, Substitute Trustee
2323 Ross Ave, Suite 1900
Dallas, Texas 75201

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of June 2026, by Ty Johnson.

[SEAL]



Karen D. Wright
Notary Public in and for State of Texas

Name Printed: Karen D. Wright

AFTER RECORDING, RETURN TO:

Ty Johnson
Bell Nunnally & Martin LLP
2323 Ross Street, Suite 1900
Dallas, Texas 75201
Telephone: (214) 740-1413

EXHIBIT A

Being a survey of 85.00 Acres of land made for Ryan Nguyen, Bao Ngo & Loan and Tung Tran of 4411 US Highway No. 84 East, Mt. Enterprise, Texas - 75681- and being a part of a 273.50 Acre Tract conveyed by THE SAN AUGUSTINE RANCH, INC. to LARRY HARDY and wife MARY KAY HARDY, dated 06-24-1993, Recorded in Vol. No. 282, Page No. 545 et seq., in the Deed Records of San Augustine County, Texas and being a part of the ALFRED POLK SURVEY, A-220, Patent Recorded in Vol. No. 115, Page No. 606 et seq., and being located approximately 3-1/2 Miles South-West of the court-house in San Augustine, Texas and being more particularly described by metes and bounds to follow, TO-WIT:

BEGINNING: At a 3/8" Reinf. Rod set for corner in the North Boundary line of said Alfred Polk Survey, A-220 and the South Boundary line of the William Clark Survey, A-88, being the South Boundary line of a 55 Acre Tract conveyed by Land Logging, Inc. to Edward G. Land and wife Carlyn R. Land, dated 12-03-2001, Recorded in Vol. No. 26, Page No. 120 et seq., in the Real Property Records, and being the North Boundary line of said 273.50 Acre Tract and being located East, 2123.68 feet from its North-West corner.

THENCE: East, along the South Boundary line of said Edward Land's 55 Acre Tract, being the North Boundary line of said 273.50 Acre Tract, being the North Boundary line of said Alfred Polk Survey and the South Boundary line of said William Clark Survey to its South-East corner, being the South-West corner of the James Moss Survey, A-192, Patent Recorded in Vol. No. 73, Page No. 382 et seq., a distance of 994.08 feet to a 3/8" Reinf. Rod found set for corner.

THENCE: South 89 Degrees 36 Minutes 14 Seconds East, along the South Boundary line of said Edward Land's 55 Acre Tract, being the North Boundary line of said 273.50 Acre Tract to the West Right-of-Way line of State Hi-Way No. 147, a distance of 1602.48 feet to another 3/8" Reinf. Rod found set for corner.

THENCE: South 13 Degrees 01 Minutes 11 Seconds West, along the West Right-of-Way line of said State Hi-Way No. 147, a distance of 149.19 feet a Concrete Right-of-Way Marker (Broken) found set for corner.

THENCE: South 12 Degrees 47 Minutes 23 Seconds West, continuing along the West Right-of-Way line of said State Hi-Way No. 147 to the Arc of a curve to the Left, a distance of 715.25 feet a Concrete Right-of-Way Marker (Broken) found set for corner.

THENCE: Along the West Right-of-Way line of said State Hi-Way No. 147 and the Arc of said curve to the Left, this curve having a Radius of 5789.58 feet and an Arc distance of 823.91 feet and a Chord distance of 823.21 feet and a Chord bearing of South 08 Degrees 42 Minutes 42 Seconds West, to a 3/8" Reinf. Rod set for corner.

THENCE: Along a Fence as follow:

- (1) North 87 Degrees 23 Minutes 24 Seconds West - 107.23 Feet
- (2) North 85 Degrees 51 Minutes 34 Seconds West - 32.70 Feet
- (3) North 82 Degrees 03 Minutes 49 Seconds West - 90.73 Feet
- (4) North 76 Degrees 00 Minutes 03 Seconds West - 140.72 Feet
- (5) North 73 Degrees 47 Minutes 50 Seconds West - 403.80 Feet
- (6) North 73 Degrees 32 Minutes 16 Seconds West - 434.63 Feet
- (7) North 81 Degrees 00 Seconds 16 Seconds West - 290.15 Feet to a 3/8" Reinf. Rod set for corner.

THENCE: South 05 Degrees 51 Minutes 00 Seconds West, a distance of 43.09 feet to a 3/8" Reinf. Rod set for corner.

THENCE: North 84 Degrees 09 Minutes 00 Seconds West, a distance of 107.20 feet to another 3/8" Reinf. Rod set for corner.

THENCE: South 05 Degrees 51 Minutes 00 Seconds West, along a Fence a distance of 434.09 feet to another 3/8" Reinf. Rod set for corner.

THENCE: North 84 Degrees 26 Minutes 27 Seconds West, continuing along a Fence a distance of 596.67 feet to another 3/8" Reinf. Rod set for corner.

THENCE: North 05 Degrees 42 Minutes 22 Seconds East, continuing along said Fence a distance of 945.00 feet to another 3/8" Reinf. Rod set for corner.

THENCE: North 45 Degrees 30 Minutes 31 Seconds West, continuing along said Fence a distance of 127.66 feet to another 3/8" Reinf. Rod set for corner.

THENCE: North 05 Degrees 47 Minutes 10 Seconds East, continuing along said Fence a distance of 293.00 feet to another 3/8" Reinf. Rod set for corner.

THENCE: North 84 Degrees 12 Minutes 50 Seconds West, along the South side of two Deep Well locations, a distance of 65.00 feet to a 3/8" Reinf. Rod set for corner.

THENCE: North 05 Degrees 47 Minutes 10 Seconds East, along the West side of said two Deep Well locations, a distance of 52.00 feet to another 3/8" Reinf. Rod set for corner.

THENCE: South 84 Degrees 12 Minutes 50 Seconds East, along the North side of said Deep Well location, a distance of 65.00 feet to another 3/8" Reinf. Rod set for corner.

THENCE: North 05 Degrees 47 Minutes 10 Minutes East, along a Fence, 361.78 feet to the place of beginning containing 85.00 Acres of land.