

APN: 402-100-08, 402-100-09,  
402-100-10, 402-100-23

Recording Requested By  
Pacific Coast Title Div

and When Recorded Mail to:

Trustee Corps  
30 Corporate Park, Suite 400  
Irvine, CA 92606

The undersigned hereby affirms that there is no Social Security number contained in this document.

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Trustee Sale No: NV01000002-10 Loan No: 5577160441 Title Order No: 55014486

## NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL, INC. dba TRUSTEE CORPS is the duly appointed substituted trustee (by virtue of that certain Substitution of Trustee executed by the Beneficiary (defined below) and recorded concurrently herewith) under that certain Construction Deed of Trust and Fixture Filing (with Assignment of Rents and Security Agreement) (the "Deed of Trust") dated May 22, 2006, executed by LW D'ANDREA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, as trustor (the "Trustor") in favor of UNION BANK OF CALIFORNIA, N.A., as original Beneficiary (the "Beneficiary") recorded on May 26, 2006, as Instrument No. 3392955 of Official Records in the office of the County recorder of Washoe County, Nevada, describing certain real property (the "Real Property") as more fully described on the Deed of Trust; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in two (2) Revolving Loan Promissory Notes, each dated May 22, 2006, and each with a face principal amount of \$20,250,000.00 (collectively, together with any modifications, amendments and/or supplements thereto the "Note") for a total principal amount of \$40,500,000.00; and that

A breach of, and default in, the obligations for which the Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust and all related loan documents, specifically:

(1) TRUSTOR HAS FAILED TO MAKE THE FOLLOWING MANDATORY REDUCTIONS IN THE COMMITMENT AMOUNT AS REQUIRED UNDER SECTION 2.2.4(b) OF THE REVOLVING LINE OF CREDIT LOAN AGREEMENT DATED MAY 22, 2006, EXECUTED BY TRUSTOR AND BENEFICIARY (THE "LOAN AGREEMENT"): (A) THE MANDATORY REDUCTION IN THE COMMITMENT AMOUNT TO \$30,000,000 DUE ON MARCH 4, 2008, AND (B) THE MANDATORY REDUCTION IN THE COMMITMENT AMOUNT TO \$25,000,000 DUE ON SEPTEMBER 2, 2008. SUCH MANDATORY REDUCTION PAYMENTS BEAR INTEREST AT THE DEFAULT RATE FROM THE DATE SUCH PAYMENTS WERE DUE UNTIL PAID IN FULL PURSUANT TO SECTION 2.1.2(j) OF THE LOAN AGREEMENT.

(2) TRUSTOR HAS FAILED TO PAY THE OUTSTANDING PRINCIPAL BALANCE, TOGETHER WITH ALL ACCRUED INTEREST ON JUNE 1, 2009, WHICH WAS THE MATURITY DATE OF THE NOTE. SUCH AMOUNTS BEAR INTEREST AT THE DEFAULT RATE FROM THE MATURITY DATE UNTIL PAID IN FULL PURSUANT TO SECTION 2.1.2(j) OF THE LOAN AGREEMENT.

(3) TRUSTOR HAS FAILED TO TIMELY COMPLETE CONSTRUCTION OF THE IMPROVEMENTS PURSUANT TO SECTION 6.10 OF THE LOAN AGREEMENT.

(4) TRUSTOR IS IN DEFAULT DUE TO ITS FAILURE TO TIMELY PROVIDE TO BENEFICIARY FINANCIAL STATEMENTS PURSUANT TO SECTION 6.4 OF THE LOAN AGREEMENT.

(5) TRUSTOR HAS FAILED TO PAY REAL PROPERTY TAXES DUE FOR THE TAX YEARS 2008-2009 AND 2009-2010 AS REQUIRED UNDER SECTION 1.8 OF THE DEED OF TRUST IN THE AGGREGATE AMOUNT OF \$535,351.47, TOGETHER WITH SUBSEQUENT INSTALLMENTS WHICH MAY BECOME DUE, INTEREST AND PENALTIES.

(6) TRUSTOR HAS FAILED TO PAY ATTORNEYS' FEES AND COSTS INCURRED BY BENEFICIARY IN CONNECTION WITH TRUSTOR'S DEFAULT IN PAYMENT AND PERFORMANCE UNDER THE NOTE, THE LOAN AGREEMENT, THE DEED OF TRUST AND OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION THEREWITH.

THE PROPERTY ENCUMBERED BY THE DEED OF TRUST AND COVERED IN THIS NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST (THE "NOTICE OF DEFAULT") INCLUDES ALL REAL PROPERTY AND PERSONAL PROPERTY DESCRIBED IN THE DEED OF TRUST. THE BENEFICIARY HEREBY ELECTS TO CONDUCT A UNIFIED FORECLOSURE SALE PURSUANT TO THE PROVISIONS OF THE NEVADA UNIFORM COMMERCIAL CODE (NRS SECTION 104.9604) AND TO INCLUDE IN THE NON-JUDICIAL FORECLOSURE OF THE REAL PROPERTY ALL OF THE PERSONAL PROPERTY AND FIXTURES DESCRIBED IN THE DEED OF TRUST, AS MORE FULLY DESCRIBED IN THE DEED OF TRUST.

THE BENEFICIARY RESERVES THE RIGHT TO REVOKE ITS ELECTION AS TO SOME OR ALL OF SAID PERSONAL PROPERTY AND/OR FIXTURES, OR TO ADD ADDITIONAL PERSONAL PROPERTY AND/OR FIXTURES TO THE ELECTION HEREIN EXPRESSED, AT BENEFICIARY'S SOLE ELECTION, FROM TIME TO TIME AND AT ANY TIME UNTIL THE CONSUMMATION OF THE TRUSTEE'S SALE TO BE CONDUCTED PURSUANT TO THE DEED OF TRUST AND THIS NOTICE OF DEFAULT.

That by reason thereof the present Beneficiary under the Deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee the Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the real and personal property encumbered by the Deed of Trust to be sold to fully or partially satisfy the obligations secured thereby.

**NOTICE**

You may have the right to cure the default described herein and reinstate the obligations secured by the Deed of Trust. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, the right of reinstatement, if any, will terminate and the real and personal property encumbered by the Deed of Trust may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

UNION BANK, N.A.  
C/O Trustee Corps  
30 Corporate Park Dr.  
Suite 400  
Irvine, CA 92606

Phone No.: 949.252.8300 REF# NV01000002-10

Dated: May 25, 2010

**TRUSTEE CORPS**, as agent for THE BENEFICIARY  
BY: Security Union Title Insurance Company, as authorized signatory



By: SUSAN DANA

State of CA

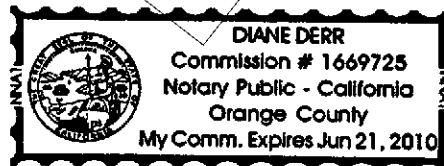
County of ORANGE

On MAY 25, 2010 before me, DIANE DERR, a notary public, personally appeared SUSAN DANA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
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Notary Public in and for said County and State



**TRUSTEE CORPS IS A DEBT COLLECTOR.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**