

APN: 1319-30-544-000 thru 054

Property: 323 Tramway Dr  
Stateline, NV 89449

**RETURN TO/TRUSTEE CONTACT INFO:**

Nevada Trust Deed Services  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
(702)733-9900

**NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST**

FILE NO.: 23-03-005-FCL

NOTICE IS HEREBY GIVEN:

That Nevada Trust Deed Services, is the current Trustee under a Deed of Trust and Security Agreement (the "Deed of Trust") effective as of July 26, 2021, executed by Peak Tahoe LLC, a Nevada limited liability company, ("Trustor"), to secure obligations presently in favor of BSP OF Finance, LLC, a Delaware limited liability company, ("Current Beneficiary"), recorded July 26, 2021 as Instrument No. 2021-971475, of Official Records in the Office of the County Recorder of DOUGLAS County, Nevada as modified or amended, if applicable.

That a breach of the obligations for which such Deed of Trust is security has occurred in that:

Borrower has breached its obligations under the Loan Agreement, and Defaults and Events of Default exist and are continuing, including, without limitation: (1) Borrower's failure to deposit with Lender an amount equal to the Contingency Deficiency Payment, as defined in and demanded by Lender's notice to you dated December 1, 2022, in violation of Section 4.30(k) of the Loan Agreement (the "Contingency Default"); (2) Borrower's failure to replenish the Interest Reserve Account to maintain a minimum of \$300,000 on deposit in the account, as demanded by Lender's notice to you dated January 3, 2023, in violation of Section 7.10 of the Loan Agreement (the "Interest Reserve Default"); and (3) Borrower's failure to diligently perform and observe all of the terms, covenants, and conditions of its contract with SMC Construction Co., as evidenced by the Second Notice of Payment Delay and Notice of Owner Default to Borrower and Lender dated December 12, 2022 (the "GC Performance Default"); and (4) the termination of Borrower's contract with SMC Construction Co., as evidenced by the Notice of Termination received on or about February 14, 2023 (erroneously dated February 14, 2022) (the "GC Termination Default"; collectively, the "Specified Defaults").

Pursuant to Section 10.1(a) of the Loan Agreement, the Contingency Default and Interest Reserve Default each constitute an immediate Event of Default under the Loan Documents. Moreover, the GC Default constitutes an immediate Event of Default pursuant to Section 10.1(u) of the Loan Agreement. The omission of reference herein to any event or omission that has or may give rise to any other Default or Event of Default under the Loan Agreement shall not be construed as a waiver of any such Default or Event of Default.

As a result of the Specified Defaults, notice was given on January 12, 2023, that Lender had accelerated all amounts outstanding under the Loan Documents and thereby demanded the full and immediate payment of the same to Lender. Notice was further given that, pursuant to Sections 2.5(c) and 2.12(a)(ii)

of the Loan Agreement, the outstanding principal balance of the Loan would accrue interest at the Default Rate, and the Lender would not fund any further requests of the Borrower for a Future Advance.

Together with any and all foreclosure fees and expenses, interest, late charges due, insurance, accrued late charges, advancements, and expenses, if any, to preserve the security of the beneficiary.

That by reason thereof, the undersigned, present beneficiary under such Deed of Trust, has executed and delivered to said Trustee a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default herein and reinstate the obligation secured by such Deed of Trust above described. 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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. Where reinstatement is possible, if the default is not cured within the reinstatement period, the right of reinstatement will terminate and the property 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 necessary to cure the default, contact the Beneficiary, their successor in interest, or the Trustee.

DATED: MARCH 9, 2023

BSP OF Finance, LLC, a Delaware limited liability company

BY: [Signature]  
Name: Micah Goodman  
Title: Authorized Signatory

Micah Goodman

State of New York }  
County of New York } ss.

This instrument was acknowledged before me on MARCH 9<sup>TH</sup> 2023 by MICAH GOODMAN

VICTORIA A. KUHNE  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KU6328486  
Qualified in New York County  
Commission Expires AUGUST 03, 2023

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 8/3/2023

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE  
NRS § 107.080**

STATE OF NEW YORK )  
 ) : SS.  
COUNTY OF NEW YORK )

The affiant, Micah Goodman, Authorized Signatory, being first duly sworn upon oath, based on my direct, personal knowledge, or personal knowledge that I acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, which business records meet the standards set forth in NRS § 51.135, and under penalty of perjury attests that I am the authorized representative of the beneficiary, of the deed of trust described in the Notice of Breach and Election to Sell Under Deed of Trust to which this affidavit is attached (the "Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required:

1. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Nevada Trust Deed Services  
10161 Park Run Drive  
Suite 150  
Las Vegas, NV 89145

The full name and business address of the current holder of the note secured by the Deed of Trust and the current beneficiary of record of the Deed of Trust is:

BSP OF Finance, LLC, a Delaware limited liability company  
c/o Lee B. Hart  
201 17th Street NW , Ste. 1700  
Atlanta, GA 30363

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Situs Asset Management LLC  
150 E 52nd St., Ste 4002  
New York, NY 10022

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is (i) in actual or constructive possession of the note secured by the Deed of Trust, or (ii) is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
  - a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance of payment, as of the date of the statement;
  - b. The amount in default;

- c. The principal amount of the obligation or debt secured by the Deed of Trust;
  - d. The amount of accrued interest and late charges;
  - e. A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
  - f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number as required.
4. A local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amount due and a recitation of the information contained in the affidavit is (404)322-6349.
  5. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, which information may be based on any of the knowledge or information described in NRS § 107.0805:

Title of Assignment Document: N/A  
 Date:  
 Recording Information:  
 Name of Assignee:

DATED: March 9, 2023

Affiant:

BSP OF Finance, LLC, a Delaware limited liability company

BY: [Signature]  
 Name: Micah Goodman  
 Title: Authorized Signatory

Micah Goodman

State of New York }  
 County of New York } ss.

This instrument was acknowledged before me on March 9<sup>th</sup> 2023 by MICAH GOODMAN

NOTARY PUBLIC  
 My Commission Expires: 8/3/2023

VICTORIA A. KUHNE  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01KU6328486  
 Qualified in New York County  
 Commission Expires AUGUST 03, 2023

File No.: 23-03-005-FCL

Property: 323 Tramway Dr  
Stateline, NV 89449

## NEVADA DECLARATION

The undersigned declares the following under the laws of the State of Nevada:

1. That pursuant to Nevada Revised Statute § 107.560(5) of the Nevada Homeowner Bill of Rights ("HOBR"), the lender is exempt from liability under, and deemed to be in compliance with, Nevada Revised Statutes § 107.400 through § 107.560 inclusive of the HOBR as a signatory to the consent judgment referenced therein.

2. That despite being exempt under the HOBR, the lender has, in a spirit of compliance, nevertheless undertaken to attempt to contact the borrower in accordance with the HOBR as set out below.

3. That I have reviewed the lender's business records maintained in the ordinary course of business, and having personal knowledge of the contents of those records, hereby state that those business records reflect that the lender attempted to contact the borrower in accordance with the HOBR or determined as follows:

BSP Of Finance, LLC, a Delaware limited liability company

Contacted the borrower to assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, and to offer a subsequent meeting with lender's representatives in accordance with NRS 107.510(2).

Tried with due diligence to contact the borrower in order to assess their financial situation and to explore options for the borrower to avoid foreclosure in accordance with NRS 107.510(5), including by:

- a. sending a letter via first class mail to the borrower(s) informing the borrower(s) of the right to discuss foreclosure alternatives, providing the telephone number for the United States Department of Housing and Urban Development ("HUD") and a toll-free telephone number providing access to a live representative during business hours in compliance with NRS 107.510(5)(a);
- b. posting a prominent link on its internet website homepage to the information required by NRS 107.510(5)(e);
- c. attempting to contact the borrower on three separate days at a different time each day as required by NRS 107.510(b);
- d. sending a letter via certified mail, return receipt requested as required under NRS 107.510(5)(c);

Determined that no contact was required pursuant to NRS § 107.510 because the loan was not a "residential mortgage loan" secured by a mortgage or deed of trust on owner-occupied housing (principal residence), as defined by NRS 107.450.

Determined that no contact was required pursuant to NRS § 107.510 because the mortgagor is not a "borrower" as defined by NRS 107.410. The mortgagor surrendered the secured property as evidenced by a letter confirming the surrender or delivered the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust, or an authorized agent of such a person.

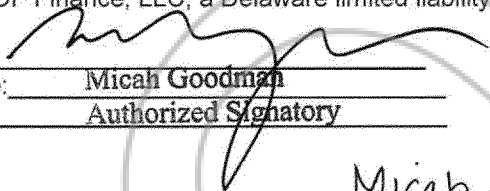
Provided the borrower with each of the disclosures identified in NRS 107.500(1).

Determined that providing the borrower with each of the disclosures identified in NRS 107.500(1) was not required because the loan was not a "residential mortgage loan" or the mortgagor is not a "borrower" as defined by NRS 107.450 and NRS 107.410 respectively.

Determined that providing the borrower with each of the disclosures identified in NRS 107.500(1) was not required because the beneficiary is a private lender or financial institution, that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this State which constitute owner-occupied housing, as defined by NRS 107.460.

DATED: March 9, 2023

BSP OF Finance, LLC, a Delaware limited liability company

BY:   
Name: Micah Goodman  
Title: Authorized Signatory

Micah Goodman