

**NOTICE OF DEFAULT AND ELECTION TO SELL**  
**(Yuma County-Leasehold Deed of Trust)**

**TO:** KEVIN J. MORRIS, Successor Trustee, a Member of the State Bar of Arizona.

**YOU ARE HEREBY GIVEN NOTICE:**

That you are the successor Trustee under the Construction Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement dated November 1, 2007, and recorded on November 1, 2007, as Fee No. 2007-37476, Official Records of Yuma County, Arizona (the "Deed of Trust"), executed by Yuma Riverfront Hotel Owners, L.P., a California limited partnership ("Borrower" or "Trustor"), whose mailing address is c/o Clark-Lankford, LLC, C.W. Clark, Inc., 4180 La Jolla Village Drive, Suite 405, La Jolla, California 92037, for the benefit of Specialty Finance Group LLC, whose mailing address is Three Ravinia Drive, Suite 230, Atlanta, Georgia 30346, Attention: Dilip R. Petigara.

The beneficial interest under the Deed of Trust was assigned to S2 Acquisition LLC, a Delaware limited liability company ("Lender" or "Beneficiary"), whose mailing address is c/o Square Mile Capital Management LLC, 450 Park Avenue, New York, New York 10022, Attention: Joseph D. D'Angelo and Daniel M. Kasell.

The property encumbered by the Deed of Trust ("Property") is described as:

**SEE EXHIBIT "A" ATTACHED**

That the Deed of Trust was given to secure the performance of certain obligations, including, without limitation, the payment and performance of all duties and obligations under the Promissory Note dated November 1, 2007, in the original principal amount of \$24,400,000.00, executed by Borrower in favor of Lender (the "Note").

**That a breach of, and default in, the obligations under the Deed of Trust and the Note, for which the Deed of Trust is security, has occurred. Specifically, Trustor or Borrower is in material breach and default under the Note and Deed of Trust for failing to make its monthly debt service payments due under the Note.**

The identification of the existing defaults does not in any way waive the rights of the Beneficiary to declare other or additional breaches that may exist as of or following the date of this Notice, whether known or unknown to the Beneficiary. As a result of such defaults, certain attorneys' fees, costs and expenses have been incurred (and will continue to be incurred), for which Trustor is responsible.

**As a result of material breach and default, Beneficiary has elected to declare all sums and amounts owing under the Note and Deed of Trust to be immediately due and payable.**