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Loan No: 90625

Date: November 8, 2019



Doc# 1931645113 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/12/2019 02:06 PM PG: 1 OF 1

ASSIGNMENT OF RENTS AND LEASES

("Assignment")

From

RCP HOTEL OWNER, LLC,
as Assignor,

to

THE UNION LABOR LIFE INSURANCE COMPANY ON BEHALF OF
ONE OR MORE OF ITS SEPARATE ACCOUNTS, as Assignee

This instrument was prepared by and, after
recording, please return to:

Dentons US LLP
233 S. Wacker Drive, Suite 5900
Chicago, Illinois 60606-6404
Attention: Steven R. Davidson, Esq.

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") made as of this 8th day of November, 2019, between RCP HOTEL OWNER, LLC, a Delaware limited liability company with its principal office c/o The Prime Group, Inc., 120 N. LaSalle Street, Suite 3200, Chicago, Illinois 60602 ("Borrower") and THE UNION LABOR LIFE INSURANCE COMPANY ON BEHALF OF ONE OR MORE OF ITS SEPARATE ACCOUNTS, a Maryland Corporation with its principal office at 8403 Colesville Road, 13th Floor, Silver Spring, Maryland 20910 (herein "Lender").

WITNESSETH:

WHEREAS, Lender has made a construction loan (the "Loan") to Borrower to that certain Construction Loan Agreement (the "Loan Agreement") of even date herewith. The Loan is evidenced by that certain promissory note (the "Note") in the principal amount of \$63,750,000.00 secured by, among other things, that certain Mortgage and Security Agreement ("Mortgage") of even date herewith covering real property in Chicago, Illinois and related fixtures, equipment and personal property (herein referred to as the "Premises") described in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, as a condition to making the loan evidenced by the Note, Lender has required this Assignment.

NOW, THEREFORE, in consideration of the Loan referred to above, Borrower hereby grants, transfers and assigns unto Lender, its successors and assigns, all the right, title and interest of Borrower in and to (a) all of the rents, issues, profits, revenues, royalties, rights, benefits and all license fees, concession fees, charges, rights, deposits, benefits and all other payments of any kind including, without limitation, security deposits to the extent they may be lawfully assigned, all payments made on account of operating expenses and real estate taxes and other similar items whether categorized as rent, additional rent or otherwise and all deposits, liens, security interests and other collateral pledged or assigned to Borrower as security for the obligations of any lessee under a Lease (as defined below) (herein collectively called "Rents") or and from the Premises (including, but not limited to, the use, occupancy or utilization thereof) and (b) in and to all other leases of all or part of the Premises, now existing, or hereafter made, executed or delivered, whether oral or written, together with all renewals, extensions or modifications thereof as may have been, or may from time to time hereafter, be modified or extended, and any guaranties of the Lessee's obligations under any thereof, and any pledges or grants of security interests given to secure the performance of the lessees (collectively, the "Lessees") under the Leases obligations thereunder as may hereafter be amended or modified (all of said leases, together with all such guarantees, pledges, grants of security interests, modifications and extensions being hereinafter collectively referred to as the "Leases"; and each singularly hereinafter referred to as a "Lease"). Borrower further agrees to execute assignments of all of its right, title and interest in and to any future Leases affecting all or any part of the Premises and assignments of any guaranties,

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pledges or security agreements made in connection therewith. Lender and Borrower intend that the assignments contained in this paragraph to be absolute, unconditional and presently effective.

Lessees shall pay the Rents to Lender upon demand after the occurrence of an Event of Default without further inquiry, and payment to Lender shall be a full defense by any such Lessee to any claim for such Rents by Borrower, regardless of any defenses or counterclaims Borrower may have against Lender. Until such demand is made, each Lessee may pay rents directly to Borrower, who is authorized to collect the Rents, provided, however, Borrower shall not (and shall instruct Hotel Manager to not) collect Rents for more than one month in advance, but after demand, Borrower covenants to hold (and to instruct Hotel Manager to hold) all Rents so paid in trust for the use and benefit of Lender. The term "Leases" as defined above shall also mean and refer to all subleases of all or any portion of the Premises and any license, concession or other agreement with respect to the use, occupancy or utilization of all or any portion of the Premises. Notwithstanding any provision contained herein to the contrary, it shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment. All capitalized terms used herein which are not specifically defined herein shall have the meanings assigned to them in the Loan Agreement.

1. Upon the occurrence and during the continuation of an Event of Default under the terms and conditions of this Assignment, this Assignment shall constitute a direction and full authority to each Lessee under any Lease and each guarantor of any Lease and each holder of any pledge or security interest to pay all Rents to Lender without proof of the default relied upon. Borrower hereby irrevocably authorizes each Lessee and guarantor and holder of any pledge or security interest to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents due or to become due.

2. Borrower warrants as to each Lease now or hereafter covering all or any part of the Property unless Lender has been otherwise advised by written notice from Borrower or unless disclosed on rent roll certified by Borrower:

- (a) that each Lease shown on a rent roll delivered to Lender is in full force and effect;
- (b) that no material term of any Lease has been altered, modified or changed;
- (c) that no material default exists on the part of Borrower or any Lessee under any Lease;
- (d) that there are no events which with the passage of time, or the giving of notice would create a material default under any Lease;

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(e) that no rent in excess of one month's rent has been collected in advance under any Lease, except for customary deposits as security for the performance of the Lessees thereunder;

(f) that no Lease or any interest therein has been previously assigned or pledged;

(g) that no Lessee under any Lease has any defense, setoff or counterclaim against Borrower; and

(h) that no concession has been granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent due or to become due.

3. Borrower agrees with Lender as follows:

(a) If the Lease provides for a security deposit paid by the Lessee to Borrower, this Assignment transfers to the Lender all of Borrower's right, title and interest in and to the security deposit to the extent permitted by law; provided that Borrower shall have the right to retain said security deposit so long as no Event of Default has occurred and is continuing under this Assignment, the Mortgage or the Loan Agreement; provided further that Lender shall have no obligation to the Lessee with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit.

(b) Each Lease shall remain in full force and effect despite any merger of the interest of Borrower and/or any Lessee thereunder. Borrower shall not transfer or convey fee title to the leased premises to any Lessee without the prior written consent of Lender. In no event shall any such transfer or conveyance operate to release or relieve Borrower of any liability to Lender unless Lender specifically agrees otherwise in writing.

(c) Borrower shall not enter into, terminate, or materially modify or amend any Lease or any of the material terms thereof, or grant any material concessions in connection with any Leases or accept a surrender of any Leases, except in accordance with the terms of the Loan Agreement.

(d) Borrower shall not collect any Rents more than 30 days in advance of the date on which they become due under the terms of any Lease, except for customary deposits as security for the performance of the Lessees thereunder.

(e) Borrower shall not discount any future accruing Rents.

(f) Except for the Permitted Exceptions or as expressly permitted pursuant to the terms of the Loan Agreement or any of the other Loan Documents, Borrower shall not consent to any assignment of any Lease, or any subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender and Borrower shall not consent to, or permit, a material alteration of, or addition to, the Property by any Lessee.

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(g) Except for the Permitted Exceptions or as expressly permitted pursuant to the terms of the Loan Agreement or any of the other Loan Documents, Borrower shall not further assign, pledge, hypothecate, or otherwise encumber any of the Leases or Rents or any interest therein or suffer or permit any assignment, pledge, hypothecation or encumbrance of any of the Leases or Rents or any interest therein to occur by operation of law except as permitted under the Loan Agreement.

(h) Borrower shall not request, consent to, agree to or accept a subordination of any Lease to any other mortgage, deed of trust or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease except as provided for in this Assignment or the Loan Agreement.

(i) Borrower shall faithfully perform and discharge all obligations of the lessor under the Leases and shall enforce the terms, covenants and conditions to be performed by all Lessees under, and other parties to, the Leases in accordance with prudent commercial business practices and shall enforce the terms, covenants and conditions to be performed by all Lessees under, and other parties to, the Leases in accordance with prudent commercial business practices. Borrower shall give prompt written notice to Lender of any notice of default sent or received under any Lease and furnish Lender with a complete copy of said notice. Borrower shall appear in and defend, at no cost to Lender, any action or proceeding arising under, or in any manner connected with, any Lease. If requested by Lender, Borrower shall enforce each Lease and all remedies available to Borrower against the Lessee in the case of default under the Lease by the Lessee.

(j) Borrower shall give Lender, upon request by Lender, an executed counterpart of each and every executed lease then affecting all or any part of the Property.

(k) Each new Lease entered into by Borrower shall be deemed included in this Assignment as though originally listed herein.

(l) At all times during the term of the Loan, the management of the Project, including leasing, property management and marketing shall be performed by firm(s) approved in advance by Lender pursuant to agreements that are reasonably acceptable in form and substance to Lender and which shall be fully subordinate to the Loan. Borrower shall not enter into, modify, amend, terminate or cancel any management contracts for the Project or agreements with agents or brokers, without the prior written approval of Lender.

(m) Borrower shall deliver to Lender, promptly upon request, duly executed estoppel certificates from any one or more Lessees as required by Lender attesting to such facts regarding the Lease as Lender may reasonably require, including but not limited to attestations that each Lease covered thereby is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more

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than one month in advance, and that such Lessee claims no defense or offset against the full and timely performance of its obligations under the Lease.

(n) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to any Lease. Borrower shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under any Lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations to be performed or discharged by Lender under any Lease or this Assignment; provided, however, Borrower shall not indemnify or hold Lender harmless from and against any such liabilities, losses, damages, claims or demands that arise (i) from Lender's gross negligence or willful misconduct, or (ii) solely after and not on or before the date of the conveyance of the Project to Lender. Should Lender incur any liability, loss or damage under any Lease or under or by reason of this Assignment, Borrower shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Lender. All of the foregoing sums shall bear interest until paid at the Default Rate (as said term is defined in the Note). Any Rents collected by Lender may be applied by Lender, in its discretion, in satisfaction of any such liability, loss, damage, claim, demand, cost, expense or fees.

(o) Upon the request from Lender, Borrower shall cause each Lessee to execute and deliver to the Lender an agreement, satisfactory in form and substance to the Lender, under which (i) the Lessee shall subordinate its interest in its Lease to this Assignment and Mortgage and (ii) the Lessee shall, upon request of the Lender or any successor of the Lender's interest, attorn to, and become the tenant of, such successor without changing the terms or other provisions of the Lessee's Lease.

(p) Borrower shall not lease more than ten (10) guest rooms in the Project for a period of time in excess of six (6) months, and any such guest rooms so leased shall only be leased to third parties.

(q) At all times during the term of the Loan, the Project shall be operated as a hotel property and related uses. Borrower shall not use the Project for the conduct of any gaming operations without Lender's prior written consent;

4. Borrower hereby grants to Lender the following rights:

(a) Lender shall be deemed to be the creditor of each Lessee in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such Lessee, without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein.

(b) Lender shall have the right to assign Borrower's right, title and interest in the Leases to any subsequent holder of the Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Property through

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foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender.

(c) Lender shall have the right (but not the obligation), upon any failure of Borrower to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease; and Borrower agrees to pay, on demand, all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Lender in connection therewith, together with interest thereon at the Default Rate.

(d) During the continuation of an Event of Default by Borrower under the Loan Agreement, the Assignment of Project Documents, this Assignment or under the Mortgage, in addition to its rights and remedies under subsections (a)-(c) of this Section, the Loan Agreement, the Mortgage and the other Loan Documents and in addition to any rights and remedies available to the Lender at law or in equity, the Lender may, either in its own name or as attorney-in-fact of the Borrower, make, enforce, modify or cancel any of the Leases, subject to the applicable terms of the Leases; obtain tenants for and evict tenants from the Property; demand, fix and modify the Rents and other charges from the Property; institute all legal proceedings (including summary proceedings) for the collection of all Rents and other charges; obtain possession of the Property or any part thereof, or enforce any other rights theretofore exercisable by the Borrower; relet the Property, or any portion thereof, and collect the Rents under any such new Leases; manage and operate the Property or engage a managing agent for the management and operation of the Property; and do any and all other acts which the Lender, in its sole and absolute discretion, deems proper to protect the security hereof, including, without limitation, acting under any different or additional remedies provided for herein, in the Loan Agreement or in the Mortgage or in any of the other Loan Documents; and, with or without taking possession of the Property, in the Borrower's own name, sue for or otherwise collect and receive all Rents and other charges, including those past due and unpaid, and apply the same, less the costs and expenses of operation and collection, including reasonable attorneys fees, to the payment of the Secured Obligations, whether then matured or not, until the same shall have been paid in full; provided, however, that any balance remaining after the Secured Obligations shall have been paid in full shall be turned over to the Borrower or such other person as may lawfully be entitled thereto. Neither the entry upon and taking possession of the Property, nor the collection and application of the Rents or other charges thereof as aforesaid, nor any other action taken by the Borrower in connection therewith, shall cure or waive any default hereunder or any Event of Default under the Loan Agreement or the Mortgage or any of the other Loan Documents or waive or modify any notice thereof or notice of acceleration of the Secured Obligations theretofore given by the Lender. The Borrower hereby releases all claims against the Lender arising out of the management, operation and maintenance of the Property or any portion thereof except as specifically provided to the contrary in any of the other Loan Documents. In no event shall the Lender be accountable for more monies than it actually receives from the Property, nor shall the Lender be liable for any failure to collect the Rents; and the right to determine the method of collection and the extent to

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which enforcement of collection shall be prosecuted is reserved to the sole discretion of the Lender.

If an Event of Default under this Assignment, the Loan Agreement, the Mortgage or under any of the other Loan Documents shall have occurred and be continuing, the Borrower agrees that it will facilitate in every reasonable way the collection by the Lender of the Rents as the Lender is entitled to collect pursuant to the terms of this Assignment, the Loan Agreement, the Mortgage and any of the other Loan Documents, and will, at the written request of the Lender, execute a written notice and deliver the same to each Lessee directing said Lessee to pay rent to the Lender. Additionally, notice in writing by the Lender to the Lessee under a Lease advising them that the Borrower has defaulted hereunder or an Event of Default has occurred and is continuing, and requesting that all future payments of rent, additional rent or other charges under such Lease be made to the Lender (or its agent) shall be construed as conclusive authority to such Lessees that such payments are to be made to the Lender (or its agent) and that such Lessees shall be fully protected in making such payments to the Lender (or its agent), and the Borrower hereby irrevocably constitutes and appoints the Lender the attorney-in-fact and agent of the Borrower, coupled with an interest, for the purpose of endorsing the consent of the Borrower on any such notice. In addition to any other rights which the Lender may have herein, during the continuation of an Event of Default, the Lender may, at its option, require the Borrower to pay monthly in advance to the Lender (or its agent) the fair and reasonable rental value for the use and occupancy of such portion of the Property as may be in possession of the Borrower. It is understood and agreed that neither the foregoing assignment of Rents to the Lender nor the exercise by the Lender of any of its rights or remedies under this Section shall be deemed to constitute the Lender a mortgagee-in-possession or otherwise responsible or liable in any manner (other than arising from its gross negligence or wrongful acts) with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion of the Property.

(e) In the exercise of the powers herein granted to the Lender, no liability shall be asserted or enforced against the Lender other than for gross negligence or willful misconduct, all such liability being hereby expressly waived and released by the Borrower. The Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment, the Loan Agreement, the Mortgage or any other Loan Document and the Borrower shall and does agree to indemnify and hold the Lender harmless from and against any and all liability, loss or damage which it might incur under the Leases or under or by reason of this Assignment, the Loan Agreement, the Mortgage or any other Loan Document and any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Lender incur any such liability, loss or damage under the Leases, or under or by reason of this Assignment, the Loan Agreement, the Mortgage, or any other Loan Document or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees and disbursements, shall be secured hereby and by the Mortgage, and the Borrower shall reimburse the Lender therefor immediately upon

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demand. The waiver of the Lender's liability and the Borrower's indemnification of the Lender shall not apply, however, to liabilities of the Lender arising out of the Lender's actions with respect to the Leases (i) in the event of Lender's gross negligence or willful misconduct, or (ii) following the taking of title to the Property and in the Borrower's interest in the Leases following foreclosure of the lien of the Mortgage or the delivery of a deed or conveyance in lieu of foreclosure.

5. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of Leases or Rents contained in the Mortgage or in any other Loan Document. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

6. Notwithstanding any future modification of the terms of the Secured Obligations or the Mortgage or any other Loan Document, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.

7. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Secured Obligations or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Borrower," "Lender" and "Lessee," wherever used herein, shall include the persons and entities named herein or in any Lease and designated as such and their respective heirs, legal representatives, successors and assigns, provided that any action taken by the named Lender or any successor, designated as such by an instrument recorded in the official records of the county in which the Property is located referring to this Assignment, shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Secured Obligations to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine or neuter gender, as may fit the case.

8. Any change, amendment, modification, abridgment, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

9. Upon satisfaction in full of all of the Secured Obligations, this Assignment shall be void and of no further effect.

10. All notices, demands, consents, approvals and other communications (collectively, "Notices") hereunder shall be in writing and shall be sent by hand, or by telecopy (with a duplicate copy sent by ordinary mail, postage prepaid), or by postage prepaid, certified or registered mail, return receipt requested, or by reputable overnight courier service, postage prepaid, or by email (with a duplicate copy sent by ordinary mail, postage prepaid), addressed to the party to be notified as set forth below:

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If to Borrower:

RCP Hotel Owner, LLC
c/o The Prime Group, Inc.
120 N. LaSalle St., Suite 3200
Chicago, Illinois 60602
Attention: Michael W. Reschke
Facsimile: (312) 917-1511
Email: mreschke@primegroupinc.com

And to:

Pedersen & Houpt
161 North Clark Street, Suite 2700
Chicago, IL 60601
Attention: Eric J. Kordish
Facsimile: (312) 261-1249
Email: ekordish@pedersenhaupt.com

If to Lender:

The Union Labor Life Insurance Company on Behalf of one or more of its
Separate Accounts
Real Estate Investment Group
8403 Colesville Road, 13th Floor
Silver Spring, MD 20910
Attention: Herbert A. Kolben, Senior Vice President
Facsimile: (202) 682-6940
Email: hkolben@ullico.com

With a copy to:

The Union Labor Life Insurance Company
1625 Eye Street, N.W.
Washington, D.C. 20006
Attn: General Counsel
Facsimile: (202) 682-6784

And to:

Dentons US LLP
233 S. Wacker Drive, Suite 5900
Chicago, IL 60606
Attention: Steven R. Davidson
Facsimile: (312) 876-7934
Email: Steven.davidson@dentons.com

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Notices shall be deemed given when delivered by hand or when a legible copy is received by telecopier (with receipt being verified by telephone confirmation), or if emailed, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), or if mailed, five (5) business days after mailing (or one business day for overnight courier service), with failure to accept delivery constituting delivery for this purpose. Any party hereto may change the addresses for Notices set forth above by giving at least ten (10) days' prior Notice of such change in writing to the other party as aforesaid and otherwise in accordance with these provisions, provided that no Notices shall be required to be sent to more than three entities.

11. This Assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any State or Federal court sitting in any county in said State where any portion of the Property is located over any suit, action or proceeding arising out of or relating to this Assignment.

12. Nothing contained in this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by the Lender of any of its rights and remedies under the Loan Agreement, the Mortgage and other Loan Documents. This Assignment is made and accepted without prejudice to any such rights and remedies possessed by Lender to collect the principal sum, interest and all other indebtedness or amounts secured hereby or by the Mortgage and to enforce any other security therefor held by it. Said rights and remedies may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

13. Notwithstanding anything within this Assignment to the contrary, no right bestowed upon Lender hereunder may be construed as requiring Lender to exercise such right, and the failure to exercise such right shall not constitute a waiver.

14. The provisions of Section 4.5 of the Loan Agreement are hereby incorporated herein by reference as if such provisions were set forth herein in their entirety.

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IN WITNESS WHEREOF, the undersigned Borrower has executed this Assignment on the day and year first above written.

RCP HOTEL OWNER, LLC, a Delaware limited liability company

By: **RCP HOTEL OWNER HOLDING, LLC**, a Delaware limited liability company, its sole member

By: *Michael W. Reschke*
Name: Michael W. Reschke
Title: Manager

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 25th day of September 2019, before me personally came Michael W. Reschke, to me known, who, being by me duly sworn, did depose and say that he resides at 219 E. Lakeshore Drive #9AB Chicago, IL 60611; that he is the manager of RCP Hotel Owner Holding, LLC, which is the sole member of RCP Hotel Owner, LLC, a Delaware limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the manager of RCP Hotel Owner Holding, LLC, which is the sole member of said limited liability company.



Isaura Zavala
Notary Public in and for said
County and State

10-23-2020
My Commission Expires: