



Elsinore Courtyard Apartments and other property as described in the Deed of Trust<sup>1</sup> (collectively, the “Property”), based upon Defendant SC Elsinore, LLC’s (the “Defendant”) default on a secured loan.

2. On July 12, 2017, this Court entered the Consent Order Appointing Receiver (the “Receiver Order”). A copy of the Receiver Order is attached as **Exhibit A**. Defendant, who is the owner of the Property that is the subject of this case, consented to entry of the Receiver Order prior to the Noteholder submitting it to the Court.

3. The Receiver Order appointed E&G Group as Receiver (the “Receiver”) for the Property.

4. Pursuant to the Receiver Order, the Receiver took immediate charge and possession of the Property. The Receiver has filed monthly reports with the Court detailing its efforts since the inception of this case.

5. The Receiver Order provides that the Receiver is subject to further order of this Court.

6. The Noteholder now desires that the Receiver assume certain additional responsibilities including that the Receiver market the Property for sale, solicit bids, negotiate with potential purchasers and execute proposed contracts, provided that no contract for the sale of the Property shall be effective or consummated except with the agreement of the Noteholder in its sole discretion and upon order of this Court.

7. In order for the Receiver to execute these duties, the Noteholder desires that the Receiver have the authority to engage the services of a licensed broker in the District of Columbia for purposes of marketing the Property for sale.

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<sup>1</sup> Terms not defined herein shall have the meaning ascribed to them in the Complaint.

8. Accordingly, the Noteholder requests that the Court enter an order amending the Receiver Order as set forth below. As shown on the attached proposed Consent Order Amending Receivership Order and Authorizing Receiver to Sell the Property (the “Proposed Amendment Order”), the Receiver consents to the Proposed Amendment Order.

WHEREFORE, the Plaintiff respectfully requests that the Court enter an Order:

A. Providing that the Receiver should be, and hereby is, authorized and empowered to:

1. market the Property for sale, solicit bids, negotiate with potential purchasers and execute proposed contracts, provided that no contract for the sale of the Property shall be effective or consummated except with the agreement of the Noteholder in its sole discretion and upon order of this Court; and

2. engage the services of a licensed broker in the District of Columbia for purposes of marketing the Property for sale; and

B. Providing that, separate from the compensation set forth in the Receivership Order, upon closing of the sale of the Property (i) the Receiver be compensated .25% of the total proceeds of the sale of the Property, and (ii) the broker be compensated 1.75% of the total proceeds of the sale of the Property; and

C. Providing that the other provisions of Receiver Order shall remain in full force and effect; and

D. Granting the Plaintiff such other and further relief as is just and proper.

Dated: May 7, 2018

Respectfully submitted,

/s/ Frederick W. H. Carter

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Mortgage Pass-Through Certificates, Series 2014-  
C25*