

RECORDED AT REQUEST OF AND:

FOR RECORDER'S USE ONLY:

SEATTLE-FIRST NATIONAL BANK

WHEN RECORDED MAIL TO:

Brobeck, Phleger & Harrison
550 So. Hope Street
Los Angeles, California 90071
Attention: Drew Jones, Esq.

K-46402

AMENDMENT TO DEEDS OF TRUST AND OTHER SECURITY DOCUMENTS
(#6)

THIS AMENDMENT TO DEEDS OF TRUST AND OTHER SECURITY DOCUMENTS ("Amendment"), dated as of the 14th day of December, 1994, is entered into by and between SEATTLE-FIRST NATIONAL BANK, as "Agent" for itself, Bank of America-Oregon and Wells Fargo Bank, N.A., the current Lenders and their successors and assigns under the Loan and the Loan Agreement referenced below ("Beneficiary"), RED LION ORANGE COUNTY PARTNERS, L.P., A California Limited Partnership ("RLOCP"), and RED LION, a California Limited Partnership ("Red Lion" and, collectively with RLOCP, the "Trustors" and individually a "Trustor").

THE PARTIES ENTER INTO THIS AMENDMENT based upon the following facts, intentions and understandings.

A. Beneficiary and RLOCP, as Borrower, are parties to that certain Construction Loan Agreement, dated as of February 18, 1986, as amended by Amendment No. 1 (dated November 21, 1986), Amendment No. 2 (dated May 15, 1987), Amendment No. 3 (dated September 28, 1990), Amendment No. 4 (dated October 15, 1991), Amendment No. 5 (dated April 23, 1993), Amendment No. 6 (dated October 10, 1994), Amendment No. 7 (dated November 30, 1994) and Amendment No. 8 (of even date herewith) (collectively, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein are used as defined in the Loan Agreement and the other Loan Documents.

B. The Loan is evidenced by a Promissory Note Secured by Construction Deed of Trust in the original principal amount of up to \$57,000,000.00, which outstanding principal amount has been reduced to \$25,000,000.00 ("Loan").

C. The Loan is secured by, among other things, (i) a Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of February 18, 1986 and recorded in the Official Records of Orange County, California

on February 20, 1986, as Document Number 86-069109, as amended by Short Form Amendment, dated as of November 21, 1986 and recorded in the Official Records of Orange County, California on December 26, 1986 as Document Number 86-643963, by Short Form Amendment (#2), dated as of May 15, 1987 and recorded in the Official Records of Orange County, California on August 14, 1987 as Document Number 87-463962, by Omnibus Amendment To Security Agreements, dated as of September 28, 1990 and recorded in the Official Records of Orange County, California on October 12, 1990 as Document Number 90-543560, by Omnibus Amendment to Security Agreements (#4) dated as of October 15, 1991 and recorded in the Official Records of Orange County, California on November 20, 1991 as Document No. 91-6328288 and by Amendment to Deed of Trust and Security Documents, dated as of April 23, 1993 and recorded in the Official Records of Orange County, California on June 7, 1993 as Document No. 93-0378039 (collectively, the "Costa Mesa Deed of Trust"), encumbering RLOCP's fee interest in the Property more particularly described in the Costa Mesa Deed of Trust, (ii) an unrecorded Construction Security Agreement, dated as of February 18, 1986 ("Construction Security Agreement") and (iii) two Deeds of Trust, Security Agreements, Assignments of Leases and Rents and Fixture Filings (collectively, the "Oregon Deeds of Trust" and, collectively with the Costa Mesa Deed of Trust, the "Deeds of Trust" and, individually, a "Deed of Trust"), each dated October 15, 1991 and executed by Red Lion and recorded in, respectively, the Official Records of Jackson County, Oregon on November 20, 1991 as Document No. 91-28297 and in the Mortgage Records of Klamath County, Oregon on November 20, 1991 in Volume M91, Page 24286, as amended by Amendment to Deed of Trust and Security Documents (#5), dated as of April 23, 1993 and recorded in, respectively, the Official Records of Jackson County, Oregon on June 4, 1993 as Document No. 93-18157 and in the Mortgage Records of Klamath County, Oregon on June 4, 1993 in Volume M93, Page 12859, and encumbering Red Lion's fee interest in the Property more particularly described therein (collectively, the "Oregon Properties") (the Costa Mesa Deed of Trust, the Construction Security Agreement, the Oregon Deeds of Trust and all other agreements or documents securing the Loan, collectively, the "Security Documents"; and each of the Security Documents, individually, a "Security Document").

D. Concurrent with the acquisition of the Loan by certain Lenders and their appointment of the Agent, such parties and Trustors have entered into Amendment No. 8, of even date herewith ("Amendment No. 8"), to the Loan. As a condition precedent to the effectiveness of Amendment No. 8, the parties must enter into and caused the recordation of this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beneficiary and Trustors hereby agree as follows.

1. Amendment of Secured Obligations. Each of the Security Documents is hereby amended to secure, to the extent that by their terms they do not already so secure, payment and performance of all obligations of Trustors under the Loan Documents, as amended by all prior and current written amendments, including Amendment No. 8, and all modifications, extensions and renewals (if any) of one or more of the obligations set forth in the Loan Documents, as amended by all prior and current written amendments, including Amendment No. 8. Amendment No. 8 is incorporated herein by reference hereto as if fully set forth herein; and, for a complete description thereof, reference thereto must be made.

2. Confirmation of Collateral. The parties hereby confirm that all of Trustors' right, title and interest in and to each Property described in the Deeds of Trust, all leases of any portion thereof, and all personal property, fixtures, agreements, contracts and permits of any kind or nature whatsoever, now or hereafter existing, related thereto and all other property or interests subject to the Security Documents are included in the collateral covered by the Security Documents and continue to be collateral for the Loan.

3. Miscellaneous.

a. The Security Documents remain in full force and effect and are hereby ratified and confirmed by the parties hereto. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Beneficiary or Trustee under any of the Security Documents nor constitute a waiver of any provision of any of the Security Documents. If there shall be a conflict or inconsistency between the provisions of any of the Security Documents and the provisions of this Amendment, the provisions of this Amendment shall control.

b. This Amendment and the other Loan Documents to which Beneficiary, Trustor and one or more of its partners are parties and made in favor of Beneficiary constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all previous negotiations, commitments and writings with respect to such subject matter.

c. This Amendment shall be governed by, and construed in accordance with, the laws of the State of California.

d. This Amendment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one (1) Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized representatives as of the date first above written.

"Trustors"

"RLOCP" and "Trustor" under the Costa Mesa Deed of Trust

RED LION ORANGE COUNTY PARTNERS, A CALIFORNIA LIMITED PARTNERSHIP

By: RED LION, A CALIFORNIA LIMITED PARTNERSHIP, as General Partner

By: RLA-GP, Inc., a Delaware corporation, as General Partner

By: 

Its: SENIOR VICE PRESIDENT

"Red Lion" and "Trustor" under the Oregon Deeds of Trust

RED LION, A CALIFORNIA LIMITED PARTNERSHIP

By: RLA-GP, Inc., a Delaware corporation, as General Partner

By: 

Its: SENIOR VICE PRESIDENT

"Beneficiary"

SEATTLE-FIRST NATIONAL BANK, as Agent for the Lenders

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized representatives as of the date first above written.

"Trustors"

"RLOCP" and "Trustor" under the Costa Mesa Deed of Trust

RED LION ORANGE COUNTY PARTNERS, A
CALIFORNIA LIMITED PARTNERSHIP

By: RED LION, A CALIFORNIA LIMITED
PARTNERSHIP, as General Partner

By: RLA-GP, Inc., a Delaware
corporation, as General
Partner

By: _____
Its: _____

"Red Lion" and "Trustor" under the
Oregon Deeds of Trust

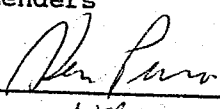

RED LION, A CALIFORNIA LIMITED
PARTNERSHIP

By: RLA-GP, Inc., a Delaware
corporation, as General Partner

By: _____
Its: _____

"Beneficiary"

SEATTLE-FIRST NATIONAL BANK, as Agent
for the Lenders

By: 
Its: 

STATE OF Washington)
COUNTY OF Clark)

On December 13, 1994, before me, _____
ROBERTA PEARSONS HALL, personally appeared
J. RAY VINGO, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person,
or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Roberta Pearsons Hall
Notary Public

ROBERTA PEARSONS HALL NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES DECEMBER 15, 1996
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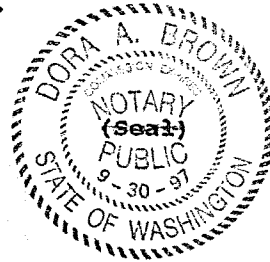
38165

STATE OF Washington)
COUNTY OF King)

On December 13, 1994, before me, Dora A. Brown
_____, personally appeared Ken Ford
_____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Dora A. Brown



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 19th day
of Dec A.D., 19 94 at 3:25 o'clock P.M., and duly recorded in Vol. M94
of Mortgages on Page 38159

FEE \$40.00

Evelyn Biehn - County Clerk

By Carlene Miller