

2017-010473

Klamath County, Oregon

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Fee: \$117.00

PREPARED BY AND UPON
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: William P. McInerney, Esq.

DOCUMENT: **FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE
FILING (OREGON – KLAMATH COUNTY)**

GRANTOR: **G6 HOSPITALITY PROPERTY LLC**, with an address of c/o
Blackstone Real Estate Investors VII L.P., 345 Park Avenue, New York,
New York 10154

BENEFICIARY: **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, with an
address of 383 Madison Avenue, New York, New York 10179 and
DEUTSCHE BANK AG, NEW YORK BRANCH, with an address of
60 Wall Street, New York, New York 10005

TRUSTEE: **CHICAGO TITLE INSURANCE COMPANY**, a Nebraska corporation,
with an address of 10135 SE Sunnyside Rd., Clackamas, Oregon 97015

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ORS
79.0502

Tax account number(s) of Property: R521849

301226NCT-332

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OR 226

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

This First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this “**Amendment**”) is made as of September 11, 2017, by and among **G6 HOSPITALITY PROPERTY LLC**, a Delaware limited liability company, having its principal place of business at c/o Blackstone Real Estate Advisors L.P., 345 Park Avenue, New York, New York, 10154, as grantor (“**Grantor**”), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 (“**JPM**”), and **DEUTSCHE BANK AG, NEW YORK BRANCH**, a branch of Deutsche Bank AG, a German Bank authorized by the New York Department of Financial Services, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (“**DBNY**”), collectively, as beneficiary (together with their respective successors and assigns, collectively, “**Lender**”). Terms not otherwise defined in this Amendment shall have the meaning given to such terms in the Loan Agreement (defined below).

WITNESSETH

WHEREAS, Grantor and Lender are parties to that certain Loan Agreement, dated as of August 1, 2017 (the “**Original Loan Agreement**”) pursuant to which Lender made a loan (the “**Original Loan**”) in the principal sum of TWO BILLION TEN MILLION AND NO/100 DOLLARS (\$2,010,000,000.00) to Grantor and G6 Hospitality Property Canada L.P., G6 Canada Hospitality Property, Inc. and G6 Hospitality IP LLC (collectively, the “**Other Borrowers**”) secured by, *inter alia*, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated August 1, 2017, by Grantor to **CHICAGO TITLE INSURANCE COMPANY**, a Nebraska corporation, with an address of 10135 SE Sunnyside Rd., Clackamas, Oregon 97015, as trustee, for the benefit of Lender, and recorded on August 10, 2017 in Klamath County, Oregon as instrument number 2017-008986 (the “**Deed of Trust**”) against the Property more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and evidenced by that certain Replacement, Amended and Restated Promissory Note A-1, dated as of August 1, 2017, in the original principal amount of ONE BILLION TWO HUNDRED SIX MILLION AND NO/100 DOLLARS (\$1,206,000,000.00) (the “**Promissory Note A-1**”) and that certain Replacement, Amended and Restated Promissory Note A-2, dated as of August 1, 2017, in the original principal amount of EIGHT HUNDRED FOUR MILLION AND NO/100 DOLLARS (\$804,000,000.00) (the “**Promissory Note A-2**”; and together with Promissory Note A-1, collectively, the “**Original Promissory Note**”);

WHEREAS, pursuant to the terms, provisions and conditions set forth in the Original Loan Agreement, Lender has the right to reallocate the amount of the Original Loan in accordance with the terms, provisions and conditions set forth therein;

WHEREAS, simultaneously herewith Grantor and Lender are entering into that certain First Amendment to Loan Agreement and Omnibus Amendment to Other Loan Documents, dated as of the date hereof (the “**First Amendment**”; the Original Loan Agreement as amended by the First Amendment and as may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) to effect such

reallocation, pursuant to which Lender has increased the amount of the Original Loan by SIXTY-FIVE MILLION AND NO/100 DOLLARS (\$65,000,000.00), as evidenced by (a) that Promissory Note A-3, dated as of the date hereof, in the original principal amount of THIRTY-NINE MILLION AND NO/100 DOLLARS (\$39,000,000.00) given by Grantor and Other Borrowers to JPM (as the same may hereafter be amended, supplemented, restated, increased, extended, consolidated or replaced from time to time, "**Promissory Note A-3**") and (b) that certain Promissory Note A-4, dated as of the date hereof, in the original principal amount of TWENTY-SIX MILLION AND NO/100 DOLLARS (\$26,000,000.00) given by Grantor and Other Borrowers to DBNY (as the same may hereafter be amended, supplemented, restated, increased, extended, consolidated or replaced from time to time, "**Promissory Note A-4**"; and together with the Original Promissory Note and Promissory Note A-3, collectively, the "**Note**"), and which such Note shall be secured by, *inter alia*, the Deed of Trust;

WHEREAS, to evidence the loan reallocation, Grantor and Lender desire to amend certain provisions of the Deed of Trust and Grantor and Lender have agreed in the manner hereinafter set forth to modify the terms of the Deed of Trust; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Loan Amount. The first recital in the Deed of Trust is hereby deleted in its entirety and replaced with the following:

WHEREAS, this Deed of Trust is given to secure a loan (the "**Loan**") in the principal sum of \$2,075,000,000.00 advanced pursuant to that certain Loan Agreement, dated as of the date hereof, among Grantor, and G6 Hospitality Property Canada L.P., G6 Canada Hospitality Property, Inc. and G6 Hospitality IP LLC (collectively, the "**Other Borrowers**") and Lender (as amended by the First Amendment and as the same may hereafter be further amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Note (as such term is defined in the Loan Agreement), in the original aggregate principal amount of \$2,075,000,000.00, made by Grantor and the Other Borrowers in favor of Lender;

2. Novation. It is the intent of the Grantor and Lender that this Agreement and the Loan Documents shall not constitute a novation and shall in no way adversely affect the first lien priority of the Deed of Trust, as modified by this Amendment.

3. Future Advance. Grantor has executed Promissory Note A-3 and Promissory Note A-4 which are to be secured by the Deed of Trust to the same extent as if made on the date of the execution of the Deed of Trust. Promissory Note A-1 and Promissory Note A-2 continue to be secured by the Deed of Trust.

4. Authority. Each party hereto hereby represents and warrants that such party (a) is authorized to enter into this Amendment and (b) has obtained all necessary consents, if any, needed to enter into this Amendment.

5. No Other Amendments. Except as expressly amended hereby the Loan Documents shall remain in full force and effect in accordance with their respective terms, without any waiver, amendment or modification of any provision thereof.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed an original and all of which taken together, will be deemed to be one and the same instrument.

7. Construction. The provisions contained in this Amendment shall not in any way be used to define, interpret, construct, expand or contract the provisions of any other documents evidencing any loan, other than the Loan, made by Lender to Grantor.

8. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

9. Applicable Law. **WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS AMENDMENT, THIS AMENDMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS RELATING TO THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.**

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, this Amendment has been executed by Borrower as of the day and year first above written.

BORROWER:

G6 HOSPITALITY PROPERTY LLC, a
Delaware limited liability company

By: 

Name: Ryan Ingle

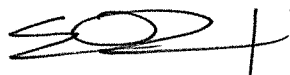
Title: Vice President

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

I, Emma Doeblin, a Notary Public for the said County and State of New York, do hereby certify that Ryan Ingle, Vice President of G6 HOSPITALITY PROPERTY LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

WITNESS my hand and official stamp or seal, this 6 day of September, 2017.

EMMA BYROM DOEBLIN
Notary Public, State of New York
No. 01DO6351891
Qualified in New York County
Commission Expires December 12, 2020



Notary Public

[SEAL]

My commission expires: 12/12/2020

IN WITNESS WHEREOF, this Amendment has been executed by Lender as of the day and year first above written.

LENDER:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a banking association
chartered under the laws of the United States
of America

By: _____

Name:

Title:

Anthony Shegskus
VICE PRESIDENT


ACKNOWLEDGMENT

STATE OF NEW YORK)
 ss.
COUNTY OF NEW YORK)

On the 8th day of September in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony Shaskus, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

Witness my hand and official seal.



Notary Public

ERICH H. WEBER
Notary Public, State of New York
No. 01WE6224809
Qualified in New York County
Commission Expires July 12, 2018

IN WITNESS WHEREOF, this Amendment has been executed by Lender as of the day and year first above written.

LENDER:

DEUTSCHE BANK AG, NEW YORK
BRANCH, a branch of Deutsche Bank AG,
a German Bank authorized by the New York
Department of Financial Services

By: 
Name: **STEVEN PACK**
Title: **DIRECTOR**


By: 
Name: **STEPHEN H CHOE**
Title: **MANAGING DIRECTOR**

ACKNOWLEDGMENT

[illegible]

On the 8th day of September in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Pack and Stephen Choe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal



ERICH H. WEBER
Notary Public, State of New York
No. 01WE6224809
Qualified in New York County
Commission Expires July 12, 2018

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

OR-226

5136 6th South Street, Klamath Falls

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in Lots 3, 4, 5, and 11 of Kielsmeier Acres Tracts, a plat of record in Klamath County, Oregon, said tract being more particularly described as follows:

Beginning at a point in Lot 4 which is North 89° 53' 55" West 130.00 feet and South 00° 12' 15" West 10.00 feet from the Northeast corner of said Lot 5, said point being on the Southerly right of way line of South Sixth Street; thence South 00° 12' 15" West, parallel with the East line of said Lot 4, a distance of 190.00 feet; thence South 45° 00' 00" East a distance of 15.51 feet; thence South 00° 12' 15" West, parallel with the East line of said Lot 4, a distance of 154.01 feet to the South line of said Lot 11; thence North 89° 52' 00" West along said line a distance of 178.00 feet; thence North 00° 12' 15" East a distance of 104.00 feet to the North line of said Lot 11; thence South 89° 52' 00" East along said North line a distance of 25.05 feet to a point North 89° 52' 00" West 30.00 feet from the Southeast corner of said lot 3; thence North 00° 12' 15" East, parallel with and 30 feet Westerly of the Easterly line of said Lot 3, a distance of 250.87 feet to a point on the Southerly right-of-way line of said South Sixth Street; thence South 89° 53' 55" East, 141.95 feet to the Point of Beginning, with the bearings based on the record of survey No. 1852.