

Recording Requested by and after  
Recording Return to:  
Holland & Knight LLP  
50 California Street #2800  
San Francisco, CA 94111  
Attn: Loren Kessler Higgins

**2019-007562**

Klamath County, Oregon

07/05/2019 08:21:02 AM

Fee: \$127.00

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**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 dated for reference purposes as of this 28th day of June, 2019, between PACIFICA SL KLAMATH FALLS LLC, an Oregon limited liability company, as grantor and debtor (“**Grantor**”), whose address for notice hereunder is 1775 Hancock Street, Suite 200, San Diego, California 92110, Attn: Deepak Israni, and CAPITAL ONE, NATIONAL ASSOCIATION (“**Capital One**”), successor by merger to Healthcare Financial Solutions, LLC (“**HFS**”), the current beneficiary (“**Beneficiary**”), under the Initial Security Instrument (as defined below), whose address is 77 W. Wacker Drive, 10<sup>th</sup> Floor, Chicago, Illinois 60601, Attn: Jeffrey M. Muchmore (Reference: Pacifica I).

**RECITALS**

WHEREAS, pursuant to the Loan Agreement, dated as of July 8, 2017, as amended by the First Amendment to Loan Agreement, dated as of June 28, 2019 (as so amended, and as the same may have been and in the future may be further amended, supplemented and otherwise modified, the “**Loan Agreement**”), between Grantor and certain of its Affiliates, as borrowers (collectively, “**Borrowers**”), and HFS, as lender (together with its successors and assigns in such capacity, “**Lender**”) and administrative agent for the Lender (together with its successors and assigns in such capacity, “**Agent**”), Lender made a loan (the “**Loan**”), available to Borrowers on the terms and conditions set forth in the Loan Agreement;

WHEREAS, the Loan and the other obligations of Borrowers under the Loan Agreement and the other documents evidencing the Loan are secured by, among other things, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of July 8, 2016, and recorded on July 12, 2016, as document number 2016-007320 of the official real property records of Klamath County, Oregon (the “**Initial Security Instrument**”), made by Grantor in favor of the trustee named therein for the benefit of HFS, which encumbers, among other things, the interest of Grantor in that certain real property described on Exhibit A attached hereto, together with all improvements thereon and appurtenances thereto (the “**Real Property**”);

WHEREAS, HFS has merged into Capital One, and Capital One is the current holder of the promissory note evidencing the Loan, is the Administrative Agent and sole Lender under the Loan Agreement, and the current Beneficiary under the Initial Security Instrument;

WHEREAS, Borrowers have requested Lender to extend the maturity date of the Loan from July 8, 2019 to July 8, 2024, and Lender is willing to do so on the terms and conditions specified in the Loan Agreement; and

WHEREAS, in connection with the foregoing, Grantor and Beneficiary desire to amend the Initial Security Instrument to reflect the extension of the maturity date.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desire to amend the Initial Security Instrument as follows:

#### AGREEMENT

1. **Recitals.** All of the foregoing recitals are acknowledged by Grantor as being true and complete.

2. **Defined Terms; Recitals.** From and after the date hereof, the term “Deed of Trust” shall mean and refer to the Initial Security Instrument, as amended hereby. Capitalized terms used but not otherwise defined herein shall have the meanings given in the Initial Security Instrument and, to the extent not otherwise defined herein or therein, in the Loan Agreement.

3. **Amendment – Maturity Date.**

- a. Grantor and Beneficiary hereby confirm that the maturity date of the Indebtedness to the other Obligations secured by the Initial Security Instrument has been extended to July 8, 2024.
- b. Each reference to “July 8, 2019” contained in the Initial Security Instrument (including the reference on the first page of the Initial Security Instrument) is hereby replaced with “July 8, 2024.”

4. **No Further Amendment.** Except as expressly set forth herein, the Initial Security Instrument, as amended by this Amendment, shall continue unmodified and in full force and effect. This Amendment shall not constitute a novation of the Initial Security Instrument or the Obligations or Indebtedness secured thereby.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

6. **Representations and Warranties; Reaffirmation.** Grantor represents and warrants to Beneficiary that (a) it has full power and authority to execute and deliver this Amendment, (b) the execution and delivery of this Amendment have been duly authorized and

do not conflict with or constitute a default under any law, judicial order or other agreement affecting Grantor and (c) the Initial Security Instrument, as amended hereby, and each and every covenant obligation set forth therein, constitute the valid and binding obligations of Grantor, enforceable against Grantor in accordance with their respective terms. Grantor ratifies and affirms its covenants and obligations under, and the assignments and grants of liens and security interests made pursuant to, the Initial Security Instrument. Schedule 8.13 of the Initial Security Instrument is incorporated by reference as if more fully set forth herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each party hereto has executed this Amendment as of the day and year first above written.

**"GRANTOR":**

**PACIFICA SL KLAMATH FALLS LLC,**  
an Oregon limited liability company

By: \_\_\_\_\_

Deepak Israni, General Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California    )  
  )  
County of San Diego    )

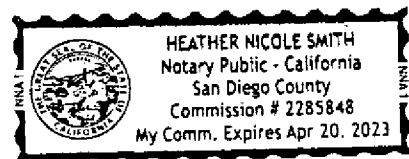
On June 28, 2019, before me, Heather Nicole Smith, Notary Public (insert name and title of the officer), personally appeared Deepak Israni who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



ACKNOWLEDGMENT AND CONSENT

The undersigned, in its capacity as Beneficiary under the Initial Security Instrument, hereby consents and agrees is executing this Amendment for the sole purpose of signifying its consent to the amendment of the Initial Security Instrument as set forth above.

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
successor by merger to Healthcare Financial  
Solutions, LLC, as Beneficiary

By: \_\_\_\_\_

Name: Jeffrey Fattal

Title: Duly Authorized Signatory

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF COOK     )

On this, the 28 day of June, 2019, before me, the undersigned officer, a Notary Public, personally appeared Jeffrey Fattal, who acknowledged himself/herself to be the Duly Authorized Signatory of CAPITAL ONE, NATIONAL ASSOCIATION, and that he/she as such Duly Authorized Signatory being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Jeffrey Fattal for himself/herself as such Duly Authorized Signatory.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Eileen Castrovillari  
Notary Public

My Commission Expires: 7/29/20  
(Seal)

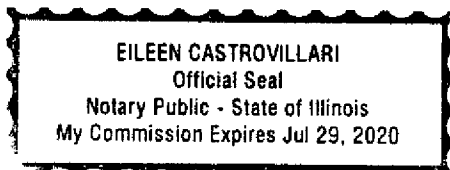


Exhibit A

Legal Description

PARCEL 1:

A PARCEL OF LAND SITUATED IN PORTIONS OF VACATED BLOCKS 2, 3, 6, 7, 9 AND 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER OF LOT 2, BLOCK 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, SOUTH 38 DEGREES 16'30" WEST 100.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHWESTERLY LINE OF THE VACATED PORTION OF BLOCKS 9 AND 10 OF SAID ELDORADO ADDITION, NORTH 51 DEGREES 42'50" WEST 170.69 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 38 DEGREES 16'30" EAST 667.37 FEET TO THE SOUTHERLY LINE OF ELDORADO BOULEVARD; THENCE ALONG SAID SOUTHERLY LINE OF ELDORADO BOULEVARD 182.39 FEET ALONG THE ARC OF A 667.34 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 55 DEGREES 00'55" EAST 181.84 FEET; THENCE 29.87 FEET ALONG THE ARC OF A 20.00 FOOT CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS SOUTH 4 DEGREES 30'47" EAST, TO ITS POINT OF TANGENCY WITH THE WESTERLY LINE OF SLOAN STREET; THENCE ALONG SAID WESTERLY LINE OF SLOAN STREET SOUTH 38 DEGREES 16'30" WEST 557.91 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 51 DEGREES 42'50" WEST 29.31 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 2 IN BLOCK 10, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, EXCEPTING THEREFROM THE SOUTHEASTERLY 19 FEET, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. TOGETHER WITH ALL RIGHTS CONTAINED IN THE CROSS EASEMENT AGREEMENT RECORDED WITH THE COUNTY CLERK OF KLAMATH FALLS, OREGON AS VOLUME M96, PAGE 922, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON.

Account Nos. R170442, R170451