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State of Oregon, County of Klamath
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C03-213

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**
Kerri L. Catino-Nason, Esq.
Edwards & Angell, Esq.
2800 Financial Plaza
Providence, RI 02903-2499

LEASEHOLD DEED OF TRUST
LINE OF CREDIT INSTRUMENT

(a) This Leasehold Deed of Trust is a LINE OF CREDIT INSTRUMENT. (b) The maximum principal amount to be advanced pursuant to the Notes is Twenty-Three Million Seven Hundred Thousand and 00/100 Dollars (\$23,700,000). (c) The term of the Loan Agreement referenced below commences on December 8, 1998, and ends no later than December 31, 2008. (d) The maximum principal amount to be advanced pursuant to the Notes may be exceeded as provided in this instrument.

KSL.F

AMENDMENT TO LEASEHOLD DEED OF TRUST
LINE OF CREDIT INSTRUMENT
(KLAM-2 Oregon)

THIS AMENDMENT TO LEASEHOLD DEED OF TRUST LINE OF CREDIT INSTRUMENT (this "Amendment") is made as of the 15th day of December, 2003, by

NEW NORTHWEST BROADCASTERS LLC (as successor by merger to New Northwest Broadcasting, Inc. and New Northwest Broadcasters II, Inc.), a Washington limited liability company with its principal place of business at 15405 S.E. 37th Street, Suite 130, Bellevue, Washington 98006 ("Grantor"); and

CIT LENDING SERVICES CORPORATION (formerly known as Newcourt Commercial Finance Corporation, and before that, known as AT&T Commercial Finance Corporation), a Delaware corporation ("CIT-LSC"), with an office at 1 CIT Drive, Livingston, New Jersey 07039, as Agent for certain Original Lenders and Lenders hereinafter described (in such capacity, the "Agent" or "Beneficiary").

W I T N E S S E T H T H A T:

WHEREAS, Grantor executed and delivered a certain Leasehold Deed of Trust Line of Credit Instrument dated July 31, 2000 in favor of Amerititle, as Trustee ("Trustee") for the benefit of Beneficiary, which Instrument was recorded with the Klamath County Clerk's Office on August 31, 2000 at 3:23 p.m. in Volume M00, Page 32220 (as amended from time to time, the "Original Deed of Trust"); and

WHEREAS, pursuant to the Original Deed of Trust, Grantor granted, transferred and conveyed to Trustee, his successors and assigns, in trust, with power of sale, for the benefit of Beneficiary, all right, title and interest of Grantor in and to the Subject Property as defined therein; and

WHEREAS, the Original Deed of Trust, as amended, was executed for the purpose of securing, inter alia, the payment of one or more Amended and Restated Secured Promissory Notes dated July 31, 2000 (the "Original Notes"); and

WHEREAS, the Original Deed of Trust, as amended, was executed pursuant to and in accordance with the terms of a certain Amended and Restated Loan Agreement dated as of July 31, 2000 among Beneficiary, **MCG CAPITAL CORPORATION**, a Delaware corporation (as assignee of MCG Finance Corporation) ("MCG"), and certain other financial institutions who were "Lenders" thereunder ("Original Lenders"), as amended by a certain First Amendment to Amended and Restated Loan Agreement dated as of April 6, 2001, a certain Second Amendment to Amended and Restated Loan Agreement dated as of June 28, 2002, a certain Third Amendment to Amended and Restated Loan Agreement dated as of November 26, 2002, and a

certain Fourth Amendment to Amended and Restated Loan Agreement dated as of June 13, 2003 (collectively, the "Original Loan Agreement"); and

WHEREAS, CIT-LSC has acquired from MCG all of the indebtedness, obligations and liabilities owing to MCG under the Original Loan Agreement pursuant to an Assignment and Acceptance dated as of even date and certain other documents and agreements relating thereto; and

WHEREAS, contemporaneously herewith, the Original Loan Agreement is being amended and restated in its entirety pursuant to the terms of a certain Second Amended and Restated Loan Agreement dated as of even date by and among Grantor, as Borrower thereunder, CIT-LSC and certain other financial institutions who may from time to time become parties thereto as additional "Lenders" thereunder (collectively, with Beneficiary, the "Lenders"), and Beneficiary, as Agent on behalf of Lenders (as such Second Amended and Restated Loan Agreement may be further amended, restated and supplemented from time to time, the "Amended Loan Agreement"); and

WHEREAS, pursuant to the terms of the Amended Loan Agreement, the Lenders have agreed to lend to Grantor the principal amount of up to \$23,700,000, such loans to be evidenced by (a) one or more Second Amended and Restated Secured Promissory Notes as of even date herewith in the aggregate original principal amount of \$20,700,000 and (b) one or more Second Amended and Restated Revolving Credit Notes as of even date herewith in the aggregate original principal amount of \$3,000,000 (as may be amended, extended, restated, supplemented and reissued from time to time, the "2003 Notes"); and

WHEREAS, the 2003 Notes, inter alia, evidence the outstanding unpaid principal balance of the Original Notes and amend and restate the Original Notes in their entirety; and

WHEREAS, the parties desire to enter into this Amendment for the purposes of evidencing their agreement and understanding that the Original Deed of Trust, as amended hereby, is intended to secure and benefit all indebtedness, obligations and liabilities of Grantor under the Original Loan Agreement, as amended by the Amended Loan Agreement, and under the Original Notes, as amended and restated by the 2003 Notes, and any and all promissory notes which may hereafter be executed from time to time to evidence such indebtedness;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto enter into this Amendment and hereby amend the Original Deed of Trust as follows:

1. **Defined Terms.** The defined terms set forth in the Preamble to this Amendment are hereby added to the Original Deed of Trust with the respective meanings given to such terms in such Preamble.

2. Amendments.

(a) Letter (b) in the Preamble on page 1 of the Original Deed of Trust is hereby amended in its entirety as follows:

"(b) The maximum principal amount to be advanced pursuant to the Notes is Twenty-Three Million Seven Hundred Thousand Dollars (\$23,700,000)."

(b) Letter (c) in the Preamble on page 1 of the Original Deed of Trust is hereby amended in its entirety as follows:

"(c) The term of the Loan Agreement referred to below commences on December 8, 1998 and ends no later than December 31, 2008."

(c) The last sentence of the third full paragraph on page 2 of the Original Deed of Trust is hereby amended in its entirety to read as follows:

"The maturity date of the Notes is December 31, 2008; and"

(d) The following is added to the end of Section 1.06 of the Original Deed of Trust:

"Grantor agrees that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Subject Property without Beneficiary's prior written consent."

(e) All references in the Original Deed of Trust to the "Beneficiary" are hereby amended to mean and refer to CIT LENDING SERVICES CORPORATION (formerly known as Newcourt Commercial Finance Corporation, and before that, known as AT&T Commercial Finance Corporation), a Delaware corporation, as Agent for the Lenders, and its successors and assigns in such capacity, with an office at 1 CIT Drive, Livingston, New Jersey 07039. All references to Agent's address for notice purposes in the Original Deed of Trust are hereby amended to mean and refer to 1 CIT Drive, Livingston, New Jersey 07039.

(f) All references in the Original Deed of Trust to the "Notes" are hereby amended to mean and refer to the 2003 Notes.

(g) All references in the Original Deed of Trust to the "Loan Agreement" are hereby amended to mean and refer to the Amended Loan Agreement. All references in the Original Deed of Trust to the "Obligations" are hereby amended to mean and refer to the obligations of Grantor under the 2003 Notes, the Amended Loan Agreement, the Original Deed of Trust, as amended hereby, and any other present or future indebtedness or other obligations, whether monetary or non-monetary, whether direct or indirect, existing, future, contingent or otherwise of Grantor to Agent and Lenders, and each of them, and all replacements, modifications, renewals and extensions of any or all of the above, together with all interest and other charges thereon, and

all amounts expended by or on behalf of Beneficiary for the protection of the security interest granted in the Original Deed of Trust, as amended hereby.

3. Miscellaneous.

(a) The parties hereto hereby acknowledge and agree that all indebtedness, obligations and liabilities of Grantor under the 2003 Notes constitute "Obligations" as defined in and for the purposes of the Original Deed of Trust, as amended hereby.

(b) Grantor hereby confirms and represents that it has been furnished with a true, correct and complete copy of this Amendment.

(c) Except as amended hereby, the Original Deed of Trust shall remain in full force and effect and are in all respects hereby ratified and affirmed.

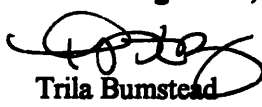
(d) This Amendment may be executed and delivered in counterparts, including facsimile counterpart signatures (to be followed in due course by delivery of original signature counterparts), shall be effective when each party has delivered its counterpart signature, and all counterparts taken together shall be deemed a single original agreement.

(The next page is the signature page)

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Beneficiary by their respective duly authorized representatives or agents as of the day and year first above written.

**NEW NORTHWEST BROADCASTERS
LLC**

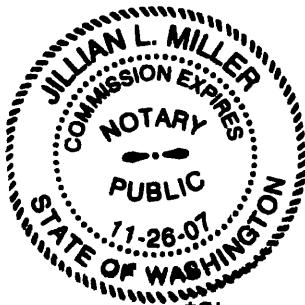
By: NNB Holdings LLC, its sole member

By: 
Trila Bumstead
Title: Chief Financial Officer

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Trila Bumstead is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument, and acknowledged she as the Chief Financial Officer of NNB Holdings LLC, the sole member of New Northwest Broadcasters LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: December 18, 2003





NOTARY PUBLIC in and for the State of
Washington
Print Name of Notary Jillian L. Miller
Residing: Bellevue
Commission Expires: 11/26/07

Signatures continued on next page

93339

CIT LENDING SERVICES CORPORATION
(formerly known as Newcourt Commercial Finance Corporation, and before that, known as AT&T Commercial Finance Corporation), as Agent and Beneficiary

By: Rosemary O Abbe
Title: Rosemary O. Abbe
Vice President

STATE OF New Jersey)
COUNTY OF Morris) SS.

I certify that I know or have satisfactory evidence that Rosemary Abbe is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument, and acknowledged her as the Vice President of CIT Lending Services Corporation, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: December 18, 2003

Mary Ann Dunn New Jersey
NOTARY PUBLIC in and for the State of Washington
Print Name of Notary: MARY ANN DUNN
Residing: Mendham, NJ
Commission Expires: May 2, 2006

MARY ANN DUNN
NOTARY PUBLIC OF NEW JERSEY
MY COMM. EXP. MAY 2, 2006