

2007-001615

Klamath County, Oregon



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Fee: \$56.00

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**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Suzy E. Rosov, Esq.
Edwards Angell Palmer & Dodge LLP
2800 Financial Plaza
Providence, RI 02903-2499

SECOND AMENDMENT TO LEASEHOLD DEED OF TRUST
LINE OF CREDIT INSTRUMENT

(a) The Leasehold Deed of Trust amended by this Second Amendment to 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 and 00/100 Dollars (\$23,000,000). (c) The term of the Loan Agreement referenced below commences on December 8, 1998, and ends no later than October 31, 2010. (d) The maximum principal amount to be advanced pursuant to the Notes may be exceeded as provided in this instrument.

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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SECOND AMENDMENT TO LEASEHOLD DEED OF TRUST
LINE OF CREDIT INSTRUMENT
(KLAM-1 Oregon)

THIS SECOND AMENDMENT TO LEASEHOLD DEED OF TRUST LINE OF CREDIT INSTRUMENT (this "Amendment") is made as of the 29th day of December, 2006, by

NEW NORTHWEST BROADCASTERS LLC, a Washington limited liability company with its principal place of business at 1011 Western Avenue, Suite 920, Seattle, Washington 98104 ("Grantor"); and

CIT LENDING SERVICES CORPORATION, a Delaware corporation ("CIT-LSC"), with an office at 1 CIT Drive, Livingston, New Jersey 07039, as Agent for certain Original Lenders and for the Lenders and Secured Parties hereinafter described (in such capacity, the "Agent" or "Beneficiary").

WITNESSETH THAT:

WHEREAS, Grantor executed and delivered a certain Leasehold Deed of Trust Line of Credit Instrument dated as of 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 (the "Recorder's Office") on August 31, 2000 in Book M00, Page 32202, as amended by an Amendment to Leasehold Deed of Trust Line of Credit Instrument dated December 15, 2003, which was recorded with the Recorder's Office on December 26, 2003 in Book M03, Page 93326 (as so amended, the "Original Deed of Trust"); and

WHEREAS, pursuant to the Original Deed of Trust, Grantor granted, transferred and conveyed to Trustee, its 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 was executed for the purpose of securing, inter alia, the payment of certain Second Amended and Restated Secured Promissory Notes dated December 15, 2003 (the "Original Term Notes") and certain Second Amended and Restated Secured Revolving Credit Notes dated December 15, 2003 (the "Original Revolving Credit Notes") and together with the Original Term Notes, the "Original Notes"; and

WHEREAS, the Original Deed of Trust was executed pursuant to and in accordance with the terms of a certain Second Amended and Restated Loan Agreement dated as of December 15, 2003, among Grantor, Beneficiary and certain lenders named or described therein (the "Original Loan Agreement"); and

WHEREAS, contemporaneously herewith, the Original Loan Agreement is being amended and restated in its entirety pursuant to the terms of a certain Third Amended and

Restated Loan Agreement of even date herewith, 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 CIT-LSC, as Agent on behalf of Lenders and certain Secured Parties described therein (as such Third 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 \$23,000,000, such loans to be evidenced by (a) one or more Third Amended and Restated Secured Promissory Notes of even date herewith in the aggregate original principal amount of \$12,800,000 (the "Tranche A Term Notes"), (b) one or more Secured Promissory Notes of even date herewith in the aggregate original principal amount of \$8,200,000.00 (the "Tranche B Term Notes"), and (c) one or more Third Amended and Restated Revolving Credit Notes of even date herewith in the aggregate original principal amount of \$2,000,000 (each, a "Revolving Note" and collectively with the Tranche A Term Note and the Tranche B Term Note, as each may be amended, extended, restated, supplemented and reissued from time to time, the "2006 Notes"); and

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

WHEREAS, the Revolving Notes, inter alia, evidence the outstanding unpaid principal balance of the Original Revolving Credit Notes and amend and restate the Original Revolving Credit 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 further amended hereby, is intended to secure and benefit all indebtedness, obligations and liabilities of Grantor under the Amended Loan Agreement and under the 2006 Notes, any and all promissory notes which may hereafter be executed from time to time to evidence such indebtedness and certain other Obligations (as defined in the Amended Loan Agreement);

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 Dollars (\$23,000,000)."

(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 October 31, 2010."

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

"The maturity date of the Notes is October 31, 2010; and"

(d) All references in the Original Deed of Trust to the "Notes" are hereby amended to mean and refer to the 2006 Notes.

(e) All references in the Original Deed of Trust to the "Loan Agreement" are hereby amended to mean and refer to the Amended Loan Agreement.

(f) All references in the Original Deed of Trust to the "Obligations" are hereby amended to mean and refer to (i) the obligations of Grantor under the 2006 Notes, the Amended Loan Agreement and the Original Deed of Trust, as further amended hereby, (ii) 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, (iii) all obligations and indebtedness arising under any and all interest rate hedging agreements and so-called "ISDA Master Agreements" by and between Agent or any Lenders, or any affiliate of Agent or Lenders, or any other Interest Rate Exchanger under an Approved Interest Hedge Agreement (as such terms are defined in the Amended Loan Agreement) and Grantor, and all obligations and indebtedness arising under any agreements or in connection with any arrangements, devices and instruments designed or intended to protect at least one of the parties thereto from the fluctuations of interest rates, exchange rates or forward rates applicable to such party's assets, liabilities or exchange transactions, including, without limitation, dollar-denominated or cross-currency interest rate exchange agreements, forward rate currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants and so-called "rate swap" agreements, and (iv) 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 further amended hereby.

(g) All references to Grantor's address for notice purposes in the Original Deed of Trust are hereby amended to mean and refer to 1011 Western Avenue, Suite 920, Seattle, Washington 98006.

3. **Miscellaneous.**

(a) The parties hereto hereby acknowledge and agree that all indebtedness, obligations and liabilities of Grantor under the 2006 Notes and under the above-described Approved Interest Hedge Agreements constitute "Obligations" as defined in and for the purposes of the Original Deed of Trust, as further 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 is 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

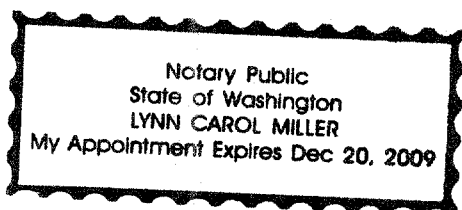
By: [Signature]
Title: EXEC VP / CFO

STATE OF WASHINGTON

COUNTY OF King

On this 17th day of January, 2007, before me, the undersigned, a notary public in and for the State of Washington duly commissioned and sworn, personally appeared Trila Bumstead, to me known to be the person who signed as Exec VP / CFO of NNB Holdings LLC, the limited liability company acting as sole member of New Northwest Broadcasters LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of NNB Holdings LLC as sole member and of New Northwest Broadcasters LLC for the uses and purposes therein mentioned, and on oath stated that Trila Bumstead is authorized to execute the said instrument on behalf of NNB Holdings LLC and that NNB Holdings LLC is authorized to execute said instrument on behalf of New Northwest Broadcasters LLC.

In Witness Whereof I have hereunto set my hand and official seal the day and year first above written.



[Signature]
Print Name Lynn Miller
NOTARY PUBLIC in and for the State of
Washington, residing at Auburn
My Appointment Expires Dec 20, 2009
[Seal]

Signatures continued on next page

as Agent and Beneficiary

By:

Title:

STATE OF NEW JERSEY

)

COUNTY OF MORRIS

above written.

Notary Public in and for said State and County

My commission expires: MAY 8, 2011

[SEAL]

MARY ANN DUNN
Notary Public of New Jersey
My Comm. Exp. May-8, 2011

