

93-75

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or is secured by any collateral, including the Collateral, or, if it is so secured, whether or not the collateral held by the Collateral Agent is considered to be adequate.

**Section 10.6 Modifications, Consents and Waivers; Entire Agreement.**

No modification, amendment or waiver of or with respect to any provision of this Agreement, the Note, or any of the other Loan Documents, nor consent to any departure by the Borrower from any of the terms or conditions thereof, shall in any event be effective unless it shall be in writing and signed by the Lender. Any such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No consent to or demand on the Borrower in any case shall, of itself, entitle it to any other or further notice or demand in similar or other circumstances. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Lender and the Borrower and supersede all prior agreements and understandings relating to the subject matter hereof.

**Section 10.7 Remedies Cumulative; No Counterclaims.**

Each and every right granted to the Lender hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time. No failure on the part of the Lender or the holder of the Note to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right. The due payment and performance of the Obligations shall be without regard to any counterclaim, right of offset or any other claim whatsoever that the Borrower may have against the Lender and without regard to any other obligation of any nature whatsoever that the Lender may have to the Borrower, and no such counterclaim or offset shall be asserted by the Borrower in any action, suit or proceeding instituted by the Lender for payment or performance of the Borrower's Obligations.

**Section 10.8 Further Assurances.**

At any time and from time to time, upon the request of the Lender and/or the Collateral Agent, the Borrower shall execute, deliver and acknowledge or cause to be executed, delivered and acknowledged, such further documents and instruments and do such other acts and things as the Lender and/or the Collateral Agent may reasonably request in order to fully effect the purposes of this Agreement, the Note and the other Loan Documents including, without limitation, as set forth in subsection 3.1(c)(i) hereof, execute and deliver to the

Federal Communications Commission

Docket No. 93-75 Exhibit No. 223

Presented by Glendale

Disposition { Identified 1-25-94  
Received 1-25-94  
Rejected \_\_\_\_\_

Reporter A. Welby

Date 1-25-94