

shall be shared equally between Buyer and Seller. All federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Buyer of the Assets as contemplated hereby shall be paid by Buyer.

- 20. **Construction.** The parties have negotiated this Agreement in good faith and have jointly drafted it. Each has had the opportunity to obtain the assistance of counsel. No ambiguity in any provision of this Agreement shall be construed against a party on the grounds that the provision was drafted by that party.
- 21. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Buyer may, upon notice to Seller, assign its rights and obligations under this Agreement to an affiliate or entity in common control with Buyer provided that such party assumes Buyer's obligations under this Agreement in a writing reasonably satisfactory to Seller and that any such assignment shall not relieve Buyer of its obligations hereunder.
- 22. **Entire Agreement.** This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement as of the day and year first above written.

The Country King, Incorporated

By: 
David A. Carmine - President

**WEST CENTRAL MICHIGAN MEDIA
MINISTRIES**

By: 
David Bolduc - President