

21.7 **Venue and Choice of Law.** The terms of this Lease shall be governed and construed by the laws of the State of Oregon. The venue for any dispute, litigation, arbitration, mediation or otherwise concerning this Lease shall be in Jackson County, Oregon.

21.8 **Time of Essence.** Time is of the essence hereof.

21.9 **Modification to be in Writing.** No modification, alteration, amendment, change or condition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by the party to be bound.

21.10 **No Partial Payments.** Any payment by Lessee of a lesser sum than the total rent or other charges then due shall be applied toward payment of the earliest rent or other charges then due and unpaid. No endorsement or statement on any check or any letter accompanying any check or payment as rent or other charges shall be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's rights to recover the balance of the payment of rent or other charges or to pursue any other remedy provided in this Lease or by law.

MC
RF

MC
RF

22. ENTIRE AGREEMENT.

22.1 This document is the entire, final and complete agreement of the parties and supersedes and replaces all written and/or oral agreements heretofore made or existing, if any, by and between the parties. There are no representations, inducements, promises or agreements, oral or written, other than those set forth in this Lease and it is the intent of the parties that the terms of this Lease shall control over any conflicting provisions of any prior agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement the day and year written below.

LEDBETTER PROPERTIES, LLC, Lessor

DATE: December 1, 2005.

Roger Ledbetter
By: Roger Ledbetter, Manager

DATE: December 1, 2005

MC, Lessee Ashland Free Press, LLC
Name: CHARLES CARREON
Address: 1131 BARRINGTON CIRCL, ASHLAND, OR 97520
Phone: 482-2321
SSN: 527-133-251