

Newsday

CLASSIFIED

AUTOMOTIVE RATE CARD FULL RUN

NO. 17 EFFECTIVE JAN 1, 2008

RATES

BLACK & WHITE - Agency Commission 15%

Agency Commission 15%- As indicated below on all display ads and agate ads when placed through remote entry system.

All multiple insertion rates for Non-Commitments and One Year Daily Contracts apply to multiple insertions of the same ad running within a 7-day period. All rates are per line.

MODULAR UNIT PRICING- Rates apply to Modular unit ads placed by contract holders at the specified contract level

FULL RUN - FRIDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$870	\$710	\$650	\$630	\$570	\$530	\$510	\$490	\$460	\$440	\$410	\$380
1/16	1,740	1,420	1,310	1,250	1,140	1,070	1,020	980	930	870	820	760
1/8	3,490	2,830	2,620	2,510	2,290	2,140	2,050	1,960	1,850	1,740	1,630	1,530
1/4	6,550	5,320	4,920	4,710	4,300	4,020	3,850	3,690	3,480	3,280	3,070	2,870
3/8	9,620	7,820	7,220	6,920	6,310	5,900	5,650	5,410	5,110	4,810	4,510	4,210
1/2	12,690	10,310	9,520	9,120	8,330	7,780	7,460	7,140	6,740	6,540	5,950	5,560
3/4	19,030	15,460	14,280	13,680	12,490	11,660	11,190	10,710	10,120	9,520	8,920	8,330
Full	25,100	20,390	18,830	18,040	16,470	15,380	14,750	14,120	13,340	12,550	11,760	10,990

FULL RUN - SUNDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$486	\$386	\$364	\$342	\$320	\$298	\$287	\$276	\$254	\$243	\$221	\$210
1/16	964	784	718	696	629	585	563	541	508	486	453	419
1/8	1,923	1,569	1,447	1,381	1,259	1,182	1,138	1,082	1,027	961	906	839
1/4	3,624	2,939	2,718	2,607	2,375	2,221	2,132	2,033	1,922	1,812	1,701	1,591
3/8	5,315	4,320	3,989	3,823	3,491	3,259	3,127	2,994	2,828	2,663	2,486	2,331
1/2	7,005	5,701	5,259	5,038	4,607	4,298	4,121	3,944	3,723	3,502	3,281	3,071
3/4	10,519	8,552	7,889	7,558	6,906	6,442	6,188	5,911	5,591	5,259	4,928	4,607
Full	13,867	11,271	10,409	9,967	9,105	8,497	8,154	7,801	7,370	6,939	6,497	6,077

FULL RUN - OFF DAY RATES (MONDAY, TUESDAY, WEDNESDAY, THURSDAY, SATURDAY)

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$462	\$367	\$346	\$325	\$304	\$283	\$273	\$262	\$241	\$231	\$210	\$199
1/16	913	745	682	661	598	556	535	514	483	462	430	399
1/8	1,827	1,491	1,375	1,312	1,197	1,123	1,081	1,029	976	913	861	798
1/4	3,444	2,793	2,583	2,478	2,257	2,110	2,026	1,932	1,827	1,722	1,617	1,512
3/8	5,050	4,105	3,790	3,633	3,318	3,097	2,971	2,845	2,688	2,530	2,362	2,215
1/2	6,657	5,418	4,998	4,788	4,378	4,084	3,916	3,748	3,538	3,328	3,118	2,919
3/4	9,996	8,127	7,497	7,182	6,562	6,121	5,880	5,617	5,313	4,998	4,683	4,378
Full	13,177	10,710	9,891	9,471	8,652	8,074	7,749	7,413	7,003	6,594	6,174	5,775

Advertiser revenue from Star Publications, AmNY & Island Publications will count toward fulfillment of committed contract level but not toward rebate earned over commitment level. Newsday Classified, Pre-print, Rop and interactive revenue only will count toward rebate credit.

RATES - CONTINUED

BLACK & WHITE - Agency Commission 15%

NASSAU OR SUFFOLK - FRIDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$480	\$390	\$360	\$350	\$320	\$300	\$290	\$280	\$260	\$240	\$230	\$210
1/16	970	790	730	700	640	600	570	550	520	490	460	430
1/8	1,940	1,580	1,460	1,400	1,280	1,200	1,150	1,100	1,040	980	920	860
1/4	3,650	2,970	2,740	2,630	2,400	2,250	2,160	2,070	1,960	1,840	1,730	1,621
3/8	5,350	4,350	4,030	3,860	3,530	3,300	3,170	3,040	2,870	2,700	2,540	2,370
1/2	7,060	5,740	5,310	5,090	4,660	4,350	4,180	4,000	3,790	3,560	3,350	3,130
3/4	10,590	8,610	7,970	7,640	6,980	6,530	6,260	6,010	5,680	5,350	5,020	4,690
Full	13,810	11,210	10,360	9,920	9,060	8,460	8,110	7,770	7,340	6,900	6,470	6,040

NASSAU OR SUFFOLK - SUNDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$298	\$243	\$221	\$221	\$199	\$188	\$177	\$166	\$166	\$155	\$144	\$133
1/16	597	486	453	431	398	376	354	343	320	309	287	265
1/8	1,193	972	906	862	796	740	707	685	641	608	575	530
1/4	2,063	1,834	1,691	1,624	1,492	1,392	1,337	1,282	1,216	1,138	1,072	1,006
3/8	3,293	2,685	2,486	2,387	2,188	2,044	1,967	1,879	1,779	1,680	1,580	1,481
1/2	4,343	3,547	3,282	3,149	2,884	2,696	2,586	2,486	2,354	2,210	2,077	1,945
3/4	6,520	5,315	4,917	4,718	4,321	4,044	3,879	3,724	3,525	3,315	3,116	2,917
Full	7,630	6,194	5,724	5,481	5,006	4,674	4,481	4,293	4,055	3,812	3,575	3,337

NASSAU OR SUFFOLK - OFF DAY RATES (MONDAY, TUESDAY, WEDNESDAY, THURSDAY, SATURDAY)

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$273	\$221	\$200	\$200	\$179	\$168	\$158	\$158	\$147	\$137	\$126	\$126
1/16	536	441	410	389	357	336	326	305	294	273	263	242
1/8	1,082	882	819	777	714	672	641	620	588	546	515	483
1/4	2,027	1,659	1,533	1,470	1,344	1,260	1,208	1,155	1,103	1,040	978	914
3/8	2,982	2,426	2,247	2,153	1,974	1,848	1,775	1,701	1,607	1,523	1,428	1,334
1/2	3,927	3,203	2,972	2,846	2,604	2,436	2,342	2,247	2,121	2,006	1,880	1,764
3/4	5,891	4,809	4,452	4,263	3,906	3,654	3,507	3,371	3,192	3,003	2,825	2,646
Full	7,250	5,885	5,439	5,208	4,757	4,442	4,258	4,079	3,854	3,623	3,397	3,171

*All incremental revenue over the commitment signed will Receive a 17.5% Rebate at the completion of the contract. Only Newsday classified, rop, pre-print, and interactive revenue will count towards rebate. All accounts that do not attain contracted levels will be rerated by one of the following methods :

- A. Rerated to earned level or
- B. Charged the difference between level signed and level attained

RATES - CONTINUED

BLACK & WHITE - Agency Commission 15%

NASSAU / SUFFOLK - FRIDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$827	\$675	\$618	\$599	\$542	\$504	\$485	\$466	\$437	\$418	\$390	\$361
1/16	1,653	1,349	1,245	1,188	1,083	1,017	969	931	884	827	779	722
1/8	3,316	2,698	2,489	2,385	2,176	2,033	1,948	1,862	1,758	1,653	1,549	1,454
1/4	6,223	5,054	4,674	4,475	4,085	3,819	3,658	3,506	3,306	3,116	2,917	2,727
3/8	9,139	7,429	6,859	6,574	5,995	5,605	5,368	5,140	4,855	4,570	4,285	4,000
1/2	12,056	9,795	9,044	8,664	7,914	7,391	7,087	6,783	6,403	6,023	5,653	5,282
3/4	18,079	14,687	13,566	12,996	11,866	11,077	10,631	10,175	9,614	9,044	8,474	7,914
Full	23,845	19,371	17,889	17,138	15,647	14,611	14,013	13,414	12,673	11,923	11,172	10,441

NASSAU / SUFFOLK - SUNDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$462	\$367	\$346	\$325	\$304	\$283	\$273	\$262	\$241	\$231	\$210	\$200
1/16	913	745	682	661	598	556	535	514	483	462	430	398
1/8	1,827	1,491	1,375	1,312	1,196	1,123	1,081	1,028	976	913	861	797
1/4	3,443	2,792	2,582	2,477	2,256	2,110	2,025	1,931	1,826	1,721	1,616	1,511
3/8	5,049	4,104	3,790	3,632	3,316	3,096	2,971	2,844	2,687	2,530	2,362	2,214
1/2	6,655	5,416	4,996	4,786	4,377	4,083	3,915	3,747	3,537	3,327	3,117	2,917
3/4	9,993	8,124	7,495	7,180	6,561	6,120	5,879	5,615	5,311	4,996	4,682	4,377
Full	13,174	10,707	9,899	9,469	8,650	8,072	7,746	7,411	7,002	6,592	6,172	5,773

NASSAU / SUFFOLK - OFF DAY RATES (MONDAY, TUESDAY, WEDNESDAY, THURSDAY, SATURDAY)

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$439	\$349	\$329	\$309	\$289	\$269	\$259	\$249	\$229	\$219	\$200	\$189
1/16	867	708	648	629	568	528	508	488	459	439	409	379
1/8	1,736	1,416	1,306	1,246	1,137	1,067	1,027	978	927	867	818	758
1/4	3,272	2,653	2,454	2,354	2,144	2,005	1,925	1,835	1,736	1,636	1,536	1,436
3/8	4,798	3,900	3,601	3,451	3,152	2,942	2,822	2,703	2,554	2,404	2,244	2,104
1/2	6,324	5,147	4,784	4,549	4,159	3,880	3,720	3,561	3,361	3,162	2,962	2,773
3/4	9,496	7,721	7,122	6,823	6,234	5,815	5,586	5,336	5,047	4,748	4,449	4,159
Full	12,518	10,175	9,396	8,997	8,219	7,670	7,362	7,042	6,653	6,264	5,865	5,486

RATES - CONTINUED

BLACK & WHITE - Agency Commission 15%

NASSAU / CITY - FRIDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$570	\$460	\$430	\$410	\$380	\$350	\$340	\$330	\$310	\$280	\$270	\$250
1/16	1,140	930	860	830	750	710	670	650	610	580	540	510
1/8	2,290	1,860	1,720	1,650	1,510	1,410	1,360	1,300	1,220	1,160	1,080	1,010
1/4	4,310	3,500	3,230	3,100	2,830	2,650	2,550	2,440	2,310	2,170	2,040	1,910
3/8	6,310	5,130	4,750	4,550	4,160	3,890	3,740	3,580	3,380	3,180	2,990	2,790
1/2	8,330	6,770	6,260	6,000	5,490	5,130	4,930	4,710	4,460	4,200	3,950	3,690
3/4	12,490	10,160	9,400	9,010	8,230	7,700	7,380	7,080	6,690	6,310	5,910	5,520
Full	16,320	13,250	12,240	11,720	10,710	10,000	9,590	9,180	8,670	8,160	7,650	7,140

NASSAU / CITY-SUNDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$338	\$283	\$251	\$251	\$229	\$218	\$207	\$186	\$186	\$175	\$164	\$153
1/16	687	556	523	491	458	426	404	393	370	349	327	305
1/8	1,363	1,112	1,036	992	906	850	807	785	731	698	655	610
1/4	2,608	2,133	1,967	1,890	1,735	1,613	1,547	1,481	1,403	1,315	1,238	1,160
3/8	3,823	3,116	2,884	2,774	2,542	2,376	2,276	2,177	2,055	1,945	1,834	1,713
1/2	5,039	4,122	3,812	3,658	3,348	3,127	2,995	2,884	2,729	2,564	2,409	2,254
3/4	7,569	6,166	5,702	5,470	5,017	4,685	4,467	4,310	4,077	3,845	3,613	3,381
Full	9,017	7,321	6,763	6,475	5,917	5,525	5,298	5,072	4,790	4,508	4,227	3,945

NASSAU / CITY - OFF DAY RATES (MONDAY, TUESDAY, WEDNESDAY, THURSDAY, SATURDAY)

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/32	\$313	\$261	\$230	\$230	\$209	\$198	\$188	\$178	\$167	\$157	\$146	\$146
1/16	626	511	480	449	417	386	376	355	344	313	303	282
1/8	1,252	1,022	949	907	824	782	741	720	678	636	595	563
1/4	2,373	1,943	1,796	1,722	1,575	1,470	1,407	1,344	1,281	1,208	1,134	1,061
3/8	3,486	2,835	2,625	2,520	2,310	2,163	2,069	1,985	1,869	1,775	1,670	1,554
1/2	4,589	3,749	3,476	3,329	3,045	2,846	2,730	2,625	2,478	2,342	2,195	2,058
3/4	6,888	5,618	5,198	4,977	4,568	4,263	4,095	3,927	3,717	3,507	3,297	3,087
Full	8,568	6,956	6,426	6,153	5,623	5,250	5,035	4,820	4,552	4,284	4,016	3,749

RATES - CONTINUED

BLACK & WHITE - Agency Commission 15%

CITY - FRIDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/4	\$660	\$530	\$490	\$470	\$430	\$400	\$390	\$370	\$350	\$330	\$310	\$290
1/2	1,270	1,030	950	910	830	780	750	710	670	640	600	560
3/4	1,900	1,550	1,430	1,370	1,250	1,170	1,120	1,070	1,010	960	890	830
Full	2,510	2,040	1,880	1,800	1,650	1,540	1,480	1,410	1,330	1,260	1,180	1,100

CITY - SUNDAY

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/4	\$365	\$298	\$276	\$265	\$243	\$221	\$210	\$199	\$188	\$177	\$166	\$155
1/2	696	575	530	508	464	431	409	398	376	354	332	309
3/4	1050	851	785	751	696	641	619	586	553	530	497	464
Full	1387	1127	1039	995	912	851	818	779	735	696	652	608

CITY - OFF DAY RATES (MONDAY, TUESDAY, WEDNESDAY, THURSDAY, SATURDAY)

Revenue Levels (All revenue level commitments are net of agency commission and applicable discounts)

	Open	15,000	30,000	50,000	100,000	150,000	250,000	400,000	500,000	600,000	700,000	800,000
1/4	\$347	\$284	\$263	\$252	\$231	\$210	\$200	\$189	\$179	\$168	\$158	\$147
1/2	662	546	504	483	441	410	389	378	357	336	315	294
3/4	998	809	746	714	662	609	588	557	525	504	473	441
Full	1318	1071	987	945	866	809	777	740	698	662	620	578

CAR DEALERS SPECIALS OF THE WEEK

Rates do not include display ad to web program, which includes skyscrapers and/or leaderboard promotional ads on Newsday.com that click to a web version of the display ad (see schedule of impression levels below). Web promotional ads and web display ads to be published in conjunction with print publication and remain online for one additional day following print publication for a total of a 2 day online run.

Interactive Rate Ad Size	Impression Levels		If The Rate is	Then The Impressions Are
	Full Page & 3/4 Page	1/2 Page & Below		
Full Run	\$200	\$100	\$200	17,000
Nassau/Suffolk	200	100	150	12,500
Suffolk Only	150	75	100	8,500
Nassau Only	150	75	75	6,000
Nassau/City	150	75	50	4,250
City Only	75	50		

NON - CONTRACTS

Agency Commission 15%.

FULL RUN

DAILY 1X	\$17.20
SUNDAY 1X	\$19.60

Minimum ad size: Liner 4 lines. Display 43 lines

ONE YEAR DAILY CONTRACT -

Agency Commission 15%. Minimum 3 lines every publishing day. Liner Linage will contribute toward fulfillment of Yearly Revenue Contract.

All multiple insertion rates for One Year daily Contracts apply to multiple insertions of the same ad running within a 7-day period.

WEEKLY INSERTIONS	AD SIZE	FULL RUN	NASSAU / SUFFOLK	NASSAU / CITY	CITY
1X	3-29 lines	\$15.09	\$13.60	\$10.20	\$5.50
	30 lines & over	12.93	12.15	\$9.22	\$5.03
3X	3-29 lines	12.88	11.23	\$8.60	\$4.00
	30 lines & over	11.64	10.15	\$7.73	\$3.70
7X or more	3-29 lines	10.45	9.84	\$7.52	\$3.00
	30 lines & over	9.53	8.81	\$6.85	\$2.66

AUTOMOTIVE PHOTO RATES -

Agency Commission 15%. Minimum 3 lines of copy. Liner Linage will contribute toward fulfillment of Yearly Revenue Contract.

Photo includes 3 lines

	FULL RUN	FULL RUN ADDITIONAL LINES
Wednesday	\$140.55	\$ 7.35
Wednesday Saturday Combo	213.85	11.55
Wednesday Saturday Sunday Combo	287.15	15.75

AUTO GALLERY PHOTO ADS - RUN EVERY FRIDAY IN THE WHEELS SECTION.

Order ads by going to www.newsdayautogallery.com 24 hours a day, 7 days a week.

Agency Commission 15%. Revenue will contribute toward fulfillment of Yearly Revenue Contract.

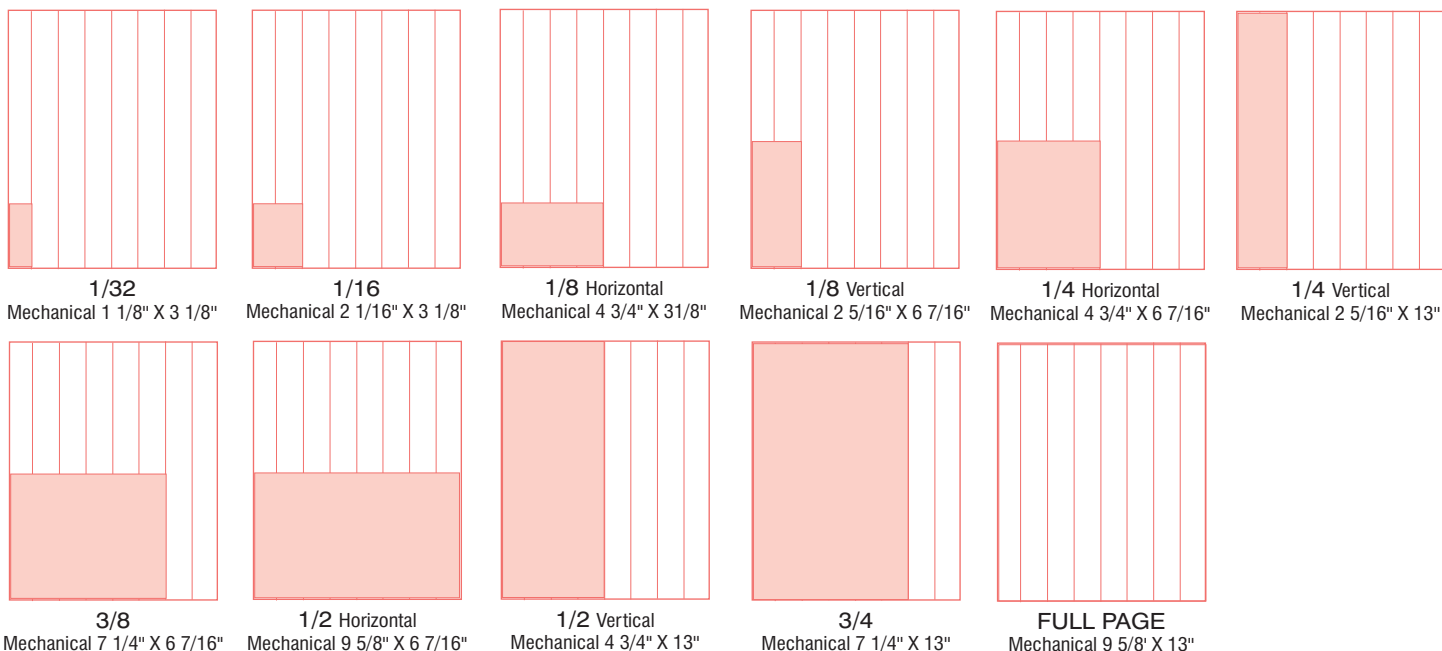
- \$150.00/each
- \$125.00/ each 4-15 photos
- \$110.00/each for 16-34 photos
- \$100.00/each for 35 photos or more

SPECIAL SERVICES:

BOLD FACE TYPE: Available for use in non-display advertising, in 10 point and 14 point sizes. Additional Charge is 4% of total ad cost.

SHADING AND TINT: Available for use in non-display advertising. Additional charge is 4% of total ad cost.

MODULAR SIZE ADS AVAILABLE IN THE FOLLOWING CONFIGURATIONS:



1/32
Mechanical 1 1/8" X 3 1/8"

1/16
Mechanical 2 1/16" X 3 1/8"

1/8 Horizontal
Mechanical 4 3/4" X 3 1/8"

1/8 Vertical
Mechanical 2 5/16" X 6 7/16"

1/4 Horizontal
Mechanical 4 3/4" X 6 7/16"

1/4 Vertical
Mechanical 2 5/16" X 13"

3/8
Mechanical 7 1/4" X 6 7/16"

1/2 Horizontal
Mechanical 9 5/8" X 6 7/16"

1/2 Vertical
Mechanical 4 3/4" X 13"

3/4
Mechanical 7 1/4" X 13"

FULL PAGE
Mechanical 9 5/8" X 13"

POSITION REQUESTS: Newsday does not guarantee any position. Premium positions are subject to availability. Insertion order or reservations specifications barring the use of any page or relating to the kind of news or advertising on the page are treated as requests only.

COLOR RATES

SPOT COLOR 15%
PROCESS COLOR 25%

COLOR IS SUBJECT TO AVAILABILITY

*Color rates include all production charges.

Note: Master contract rates are available to bulk space
Contract advertisers placing advertisements in TV Plus, or
Comic Section. Consult your Newsday representative.

PHONE DIRECTORY

TO PLACE A CLASSIFIED LINER AD CALL

Nassau & Western Suffolk 631-843-3000
City 718-843-3000

TO PLACE A CLASSIFIED DISPLAY AD

Long Island 631-843-1455

TO CANCEL OR CORRECT A CLASSIFIED AD

Nassau and Western Suffolk 631-843-2470
Eastern Suffolk 631-360-0647
City 718-520-0669

PREMIUMS: Center truck additional 15% per page. Back cover of
Wheels additional 15% per page.

TEST DRIVES: Test drives at any contract level are available for
a 3 month period, once a year.

CLASSIFIED DEADLINES

Black & White / Spot Color & Process Color

ADS	RESERVATION	DIGITAL		SET	COPY DEADLINES (Week Prior) FOR PROOFS
		TRANSMISSION	DISPLAY		
RUNNING	DEADLINE			COPY	
MONDAY					
Display	Fri 4PM	Fri 5PM		Fri 3PM	Wed 5PM
Commercial Liner	Fri 4PM				
TUESDAY					
Display	Fri 4PM	Fri 5PM		Fri 3PM	Thurs 7PM
Commercial Liner	Fri 4PM				
WEDNESDAY					
Display	Mon 4PM	Mon 10PM		Mon 3PM	Thurs 5PM
Commercial Liner	Mon 4PM				
Photos	Mon 3PM				
THURSDAY					
Display	Tues 4PM	Tues 10PM		Tues 3PM	Fri 5PM
Commercial Liner	Tues 4PM				
FRIDAY					
Display B&W	Wed 4PM	Wed 10PM		Wed 3PM	Mon 5PM
Display Color	Wed 2PM				
Commercial Liner	Wed 4PM				
Auto Gallery	Wed 3PM				
SATURDAY					
Display	Thurs 4PM	Thurs 10PM		Thurs 3PM	Tues 5PM
Commercial Liner	Thurs 4PM				
SUNDAY					
Display	Fri Noon	Fri Noon		Fri Noon	Tues 5PM
Commercial Liner	Fri Noon				
Money & Careers	Fri 5PM	Fri 5PM		Fri 3PM	Tues 5PM
LI Life Display	Wed 4PM	Wed 12 Noon		Wed 3PM	Mon 5PM
LI Life Liner	Thurs 4PM				

Please confirm your fax reservations with sales representative

TRIBUNE PUBLISHING GENERAL TERMS AND CONDITIONS NEWSDAY ("PUBLISHER")

These Terms and Conditions are hereby made part of the attached Contract/Agreement (the "Advertising Agreement") by and between Newsday, Inc., ("Publisher") and the advertiser named therein and party thereto ("Advertising Party") and its advertising agency, if any ("Advertising Agency," and together with Advertising Party, "Advertiser"). Each such party acknowledges that the following additional terms and conditions are incorporated in and made a part of the Advertising Agreement. These Terms and Conditions, including the attached Advertising Agreement (along with any supplements, amendments, exhibits, schedules or addendums thereto, collectively, the "Agreement"), shall be binding upon the parties.

1. ADVERTISING ACCEPTANCE; PUBLISHER'S RIGHT TO REJECT OR ALTER

(a) Submission of an advertisement to Publisher does not constitute a commitment by Publisher to publish the advertisement. Publisher accepts advertising only by publishing such advertisement. Upon such acceptance, Advertiser acknowledges that (i) the terms and conditions set forth in this Agreement shall apply to all advertising orders unless such terms and conditions are modified, superseded or otherwise altered by a written instrument signed by an officer of Publisher, (ii) the terms and conditions set forth in this Agreement shall prevail over any inconsistent terms and conditions set forth in any order or contract form of any Advertiser and (iii) insertion orders containing disclaimers are not acceptable and are not legally binding or valid. Publisher has the right, in its sole and absolute discretion, to reject any advertisement or any portion thereof. Publisher's publication of an advertisement shall not affect its right to reject such advertisement thereafter.

(b) Publisher reserves the right to alter any advertising material in order for the material to conform to its current mechanical specifications. The rates stated in the Advertising Agreement shall remain the same upon a reduction in the size of any advertisement as long as the advertisement maintains the same proportion of the entire page. Publisher rates are based on column inch size rather than actual published size, which may have shrinkage related to the printing process.

2. LAWFUL ADVERTISING; INDEMNIFICATION

Advertising Party and Advertising Agency, if applicable, jointly and severally represent and warrant that

(a) any and all material submitted to Publisher (i) is accurate and original, (ii) does not violate any law or contract or infringe the copyrights, trademarks, trade names, patents or other intellectual property rights of any person, (iii) does not constitute unfair competition, and (iv) contains no matter which is libelous, an invasion of privacy or publicity, an unlawful appropriation of any name or likeness or is otherwise injurious to the rights of any person; and

(b) each of Advertising Party and Advertising Agency, if applicable, has obtained all necessary consents for publication prior to submission to Publisher. Advertising Party and Advertising Agency, if applicable, jointly and severally agree to defend, indemnify and hold Publisher and its affiliates and their respective directors, officers, principals, managers, members, partners, shareholders, employees, and controlling persons and their affiliates (Publisher and each such person being an "Indemnified Party"), harmless from and against all damages to and liabilities resulting from or relating to demands, claims, actions or causes of action, assessments or other losses, costs and expenses relating thereto, interest and penalties thereon and attorneys' fees, legal fees and any other expenses in respect thereof or in enforcing their rights hereunder, by reason of or resulting from or attributable to its breach of this Agreement, the publication of any advertisement by Publisher (whether or not Publisher assisted in the preparation of the advertisement), or the distribution of any sample product submitted by Advertising Party and/or Advertising Agency.

3. MATERIALS; COPYRIGHTS, TRADEMARKS AND INTELLECTUAL PROPERTY.

(a) Publisher has no obligation to return any material submitted to Publisher by or on behalf of Advertiser to Advertiser or any other party, and Publisher shall have no liability for its loss or destruction.

(b) Publisher shall have the right to use any advertising published in Publisher's publication for the purpose of promoting any of the products and services of Publisher. Advertiser grants Publisher a non-exclusive, perpetual, irrevocable and worldwide license to publish any and all advertising content created by Advertiser or its agents or Publisher, including but not limited to photographs, artwork, text and graphics, in any media, presently known or unknown, including but not limited to Publisher's electronic publications on the Internet and in any archival retrieval system whether that information is digitally stored or stored on any other media. To the extent feasible and with the use of known technological resources, Publisher agrees that it will make reasonable efforts to prevent the reproduction of coupons capable of redemption by a consumer in any of Publisher's electronic publications.

4. POSITION REQUESTS

Publisher shall not be deemed in breach of this Agreement in the event that it does not honor a specific position agreement due to conflicting editorial needs, in Publisher's sole discretion. In the event Advertiser has paid a premium for a particular position, reimbursement for failure to publish in a particular position shall be limited to the refund of such premium to Advertiser.

5. LIABILITY FOR ERRORS, OMISSIONS OR FAILURE TO PUBLISH OR DISTRIBUTE

(a) Publisher's liability for errors or omissions in advertisements or advertising inserts shall be limited to the cost of advertising space in an amount equal to the erroneous advertisement. Publisher's liability for failure to publish any advertisement or distribute any advertising insert shall be limited to a refund of any amount paid to Publisher for such advertisement or insert. Notwithstanding the foregoing, Publisher shall have no liability for, and no credit shall be issued to Advertiser for, errors that do not materially affect the value of the advertisement or advertising insert or where Advertiser is responsible for the error or omission. Credits for errors in advertisements or advertising inserts materially affected by the error are allowed for the first publication or distribution only.

(b) Notwithstanding anything to the contrary herein, in no event shall Publisher be liable to Advertiser or to any other parties for any further damages of any kind arising from any breach of this Agreement or any other advertising contract, written or oral, or act or omission of Publisher with respect to an advertisement or advertising insert, including but not limited to, direct, indirect, special, consequential, or punitive damages.

(c) Publisher is not responsible for errors involving orders, cancellations or corrections given orally. Written or facsimile confirmation of orders, cancellations or corrections must be received prior to Publisher's cancellation deadline. Publisher will publish advertisements and bill Advertiser for all advertising orders that are not canceled prior to the deadline. Advertiser may be subject to a cancellation charge when such cancellation results in production delays.

6. PAYMENT; DISPUTES

Advertiser shall pay all invoices upon presentment. Advertiser agrees that Publisher shall have the right to charge Advertiser, on any amounts that are not paid when due, interest at the maximum rate permitted by law from the date such amounts are due until the date of payment. Advertiser waives any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher in writing within 30 days of the invoice date.

7. AMENDMENTS; WAIVERS; RATE CHANGES

(a) Waiver of any term of this Agreement or failure of Publisher to terminate this Agreement on account of any breach by Advertiser shall not be deemed a waiver of Publisher's rights to subsequently enforce any term or to terminate this Agreement by reason of any subsequent breach by Advertiser. No waiver by either party on any one occasion shall extend to or effect or be construed as a waiver of any right or remedy on any future occasion or with respect to any prior occasion. No course of dealing of any person nor any delay or omission in exercising any right or remedy shall constitute an amendment of this Agreement or a waiver of any right or remedy of any party hereto.

(b) Except as set forth in subsection (c) of this Section 7, no amendment of any term, provision or condition of this Agreement shall be effective, unless in a writing executed by each of the parties hereto that specifically refers to this Agreement.

(c) Publisher shall have the right to revise the advertising rates set forth in this Agreement at any time upon notice to Advertiser of such rates. Advertiser may terminate this Agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser shall be liable for Advertising published prior to such termination at the Current Agreement Rate, subject to the terms of subsection e of Section 8. "Current Agreement Rate" is defined as the billing rate in effect at the time of publication.

8. TERMINATION OF AGREEMENT; EFFECT OF TERMINATION

(a) Publisher shall have the right to terminate this Agreement at any time, with or without notice to Advertiser, for Advertiser's failure to remit payment for invoices by the due date of such bills.

(b) Publisher reserves the right to review the volume of advertising placed on a quarterly basis and to cancel the contract in its sole discretion if advertising placed falls 15% or more below the quarterly average volume needed to fulfill the twelve-month contract amount, if Advertiser has such a contract with Publisher. Failure of Publisher to review the frequency of advertising or cancel the contract for any reason shall not be deemed a waiver of the right to cancel in the future or to impose any applicable rate adjustment.

(c) Subject to the terms of subsection (e) of this Section 8, Advertiser shall have the right to terminate this Agreement at any time by written notice to Publisher.

(d) Publisher shall have the right to terminate this Agreement for any reason and at any time by written notice to Advertiser, in which event and so long as Advertiser has been meeting its revenue, volume or other commitment to Publisher over time in a way that is consistent with Advertiser reaching its final commitment, Advertiser shall be liable for advertising prior to such termination at the Current Agreement Rate.

(e) In the event the Agreement is terminated or for any other reason Advertiser fails to purchase during the term of the Advertising Agreement the advertising generating the revenue, volume or other commitment due to Publisher, Advertiser immediately shall pay to Publisher the lesser of the following:

(i) the original commitment made to Publisher under the Advertising Agreement or

(ii) an amount for all advertising published during the term including advertising previously billed ("Amount Due"), adjusted for space, inserts and color actually used. The unpaid balance of such adjusted Amount Due shall be based upon the "Actual Rate Earned" for advertising during the term. The "Actual Rate Earned" is defined as the rate which would have been payable by Advertiser if the amount of advertising actually purchased during the term had been contracted for in the first instance, and such Actual Rate Earned shall be ascertained by reference to the applicable Publisher rate card in effect on the date that the advertising was published.

9. INTEGRATION

Advertiser agrees that no representations of any kind have been made to Advertiser by Publisher or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

10. FORCE MAJEURE

Publisher shall not be liable for failure to publish or distribute any advertisement because of strikes, labor disputes, government action, war, fire, breakdown of equipment, terrorist act, or any other cause beyond its reasonable control.

11. OTHER SERVICES

Except as stated otherwise, payments by Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the Agreement.

12. COLLECTIONS

Advertiser shall be liable for all costs incurred by Publisher, including but not limited to attorneys' fees and expenses, in collecting past due accounts and in defending any and all claims asserted in the action.

13. TAXES

Any and all taxes levied against advertising shall be added to the advertising charges, including but not limited to any sales taxes.

14. PREPARATION OF ADVERTISING

Advertiser represents and warrants that it is familiar with all laws and regulations applicable to its advertisement(s), and that advertising material submitted to Publisher shall be in compliance with such laws and regulations.

On request, Publisher may assist Advertiser in preparing its advertisement(s) for publication. This assistance may include design, composition, text and artwork. Publisher does not assume any obligations to perform a legal review of Advertiser's advertisement(s). Advertiser remains solely responsible for the contents of the advertisement(s) and for compliance with any laws regulating such advertising.

15. ASSIGNMENT

This Agreement and the rights and obligations hereunder are personal to Advertiser and may not be assigned by any act of Advertiser or by operation of law, change of control of Advertiser or otherwise without the prior written consent of Publisher, to be granted or not granted in Publisher's sole and absolute discretion. Advertiser may not assign to, nor utilize for the benefit of another person or entity, any of the lineage required to be purchased by Advertiser without Publisher's prior written consent, to be granted or not granted in Publisher's sole and absolute discretion.

16. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. To the full extent, however, that the provisions of any applicable law may be waived, they are hereby waived to the end that this Agreement be deemed a valid and binding agreement enforceable in accordance with its terms.

17. JOINT AND SEVERAL LIABILITY OF ADVERTISING PARTY AND ADVERTISING AGENCY

Advertising Party and Advertising Agency are each hereby obligated, jointly and severally, to pay any and all amounts owed to Publisher, as and when the same shall become due and payable, in accordance with the terms hereof. All written agreements between Advertising Party and Advertising Agency, shall include provisions whereby each such party agrees that Publisher has a right to recover any and all amounts owed hereunder from either such party directly. Publisher shall be a third-party beneficiary of all such agreements. Publisher is hereby irrevocably appointed as each of Advertising Agency's and Advertising Party's attorney-in-fact, coupled with an interest, with exclusive power to collect, receive and retain any amounts owing from Advertising Party to Advertising Agency, or Advertising Agency to Advertising Party, as the case may be, pursuant to such agreements and Publisher shall retain such amounts to offset amounts due hereunder. Each of Advertising Agency and Advertising Party shall immediately upon receipt pay directly to Publisher any and all amounts that it receives from Advertising Party or Advertising Agency, as the case may be, for payment of amounts owed pursuant to this Agreement.

18. REPRESENTATIONS AND WARRANTIES

Each of Advertising Party and Advertising Agency, hereby represents and warrants to Publisher:

(a) It is duly incorporated or formed, as the case may be, validly existing and in good standing under the laws of the state of its incorporation or formation, as the case may be, and has all requisite power to own, lease and operate its property and to carry on its business as now being conducted.

(b) All action on the part of such party necessary for the authorization, execution and delivery of, and the performance of all of its obligations under, this Agreement has been duly taken. This Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms.

(c) The execution and delivery by such party of this Agreement do not, and the consummation of the transactions contemplated hereby will not, (i) violate or conflict with the organizational documents of such party or (ii) constitute a material breach or default or give rise to any lien or other encumbrance, third-party right of termination, cancellation, material modification or acceleration under any material agreement, understanding or undertaking to which it is a party or by which it is bound, or violate or conflict with any applicable law.

(d) All written agreements between Advertising Party and Advertising Agency include provisions whereby each such party agrees that Publisher has a right to recover any and all amounts owed hereunder from either such party directly.

(e) Advertising Agency is authorized and has the power to (i) enter into this Agreement on behalf of or in the name of Advertising Party and (ii) bind Advertising Party to this Agreement without the prior written consent of Advertising Party.

(f) Advertising Party is authorized and has the power to

(i) enter into this Agreement on behalf of or in the name of Advertising Agency and

(ii) bind Advertising Agency to this Agreement without the prior written consent of Advertising Agency.