

MEDIA GENERAL OPERATIONS, INC.

PUBLISHING & ON-LINE SPECIFIC TERMS AND CONDITIONS

1. Any agreements, conditions, rates, rule or regulations not set forth in the contract rate book will not be recognized by the Media General Florida Publishing Group.
2. The advertiser shall, from time to time, enter separate contracts or agreements with the publisher covering rates, duration, and scope of advertising. Those agreements and contracts shall be in addition to the terms and conditions of this credit application and the advertiser and the guarantor acknowledge that this application for credit and guaranty shall govern payment under those contracts and agreements.
3. The Media General Florida Publishing Group reserves the right to edit or reject for any reason it deems sufficient any advertising copy or illustration submitted.
4. Payments are due by the **15th** of the month following the month of advertising. Continuation of credit privileges is dependent upon full and prompt payment.
5. Any invoice submitted to the advertiser or its agent shall be deemed conclusive as to the correctness of the terms contained therein, and shall constitute an account as stated unless advertiser makes a written objection delivered to the Media General Florida Publishing Group within 15 days of such invoice. If there are any disputes or discrepancies, the advertiser must pay all amounts not subject to the disputes according to the Media General Florida Publishing Group payment terms.
6. A service charge of 1 1/2 percent is charged to advertisers when the account becomes 60 days past due that accrues to an annual percentage of 18 percent.

BROADCAST SPECIFIC TERMS AND CONDITIONS

These terms and conditions together with the Proposal Order on the reverse side hereof (the "Proposal Order") constitute an agreement (the "Agreement") by and between Media General Operations Inc. ("Media General") and the Advertiser and Agency (if any) set forth in the Proposal Order. In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Order and Cancellations. Agency and Advertiser are responsible for reviewing the Proposal Order and notifying the Media General account executive of any possible discrepancy. If Media General does not receive a notice from Agency or Advertiser within seven (7) days from the date of the Proposal Order, the Proposal Order shall be deemed correct, and Agency and Advertiser will be held responsible for payment. **NOTWITHSTANDING THE FOREGOING, ONCE AIRING HAS COMMENCED, AGENCY OR ADVERTISER MUST PROVIDE MEDIA GENERAL WITH AT LEAST TWO (2) WEEKS NOTICE OF CANCELLATION.**
2. No Credit Extended. Advertisers without credit must pay in full in advance at least ten (10) days prior to the airing of any advertisements. In Media General's sole discretion, an advertiser may purchase advertising from Media General and thereby establish credit with Media General pursuant to the following policy:
 - a) The first schedule must be paid in full by cash in advance of the telecast.
 - b) The second schedule must be paid as follows: fifty percent (50%) of the total amount by cash in advance of the telecast, and the balance within thirty (30) days of the date of the applicable Media General invoice.
 - c) The third schedule and any subsequent schedule must be paid in full within thirty (30) days of the date of the applicable Media General invoice. If any invoice is not paid within thirty (30) days, any future schedules must be paid in full by cash in advance of the telecast.

3. Payment. Unless otherwise agreed or set forth herein, invoices are mailed within five (5) days following the end of the schedule and at the end of the broadcast month. PAYMENT IS DUE WITHIN thirty (30) DAYS OF THE INVOICE DATE. Payments not received within thirty (30) days of the invoice date shall incur interest at the rate of 1.5% per month. In the event Media General pursues collection of past due amounts, Media General shall be entitled to all costs of such collection, including but not limited to, its attorney's fees. In the event Media General does not receive payment within ninety (90) days of the invoice date, Media General may elect to refuse new advertising schedules for Advertiser, and may cancel Advertiser's existing advertising schedules. Advertiser and Agency understand that, notwithstanding to whom invoices are rendered, Advertiser and Agency are and shall be jointly and severally obligated for payments under this Agreement. Payment by Advertiser to Agency shall not constitute payment to Media General. Media General reserves the right to cancel existing advertising schedules without penalty at any time upon written notice to the Advertiser or Agency in the event Advertiser: (i) is adjudicated to have engaged in fraudulent, criminal or grossly negligent conduct; (ii) ceases to do business, or otherwise terminates its business operations; (iii) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other Party and such proceeding is not dismissed within ninety (90) days; or (iv) breaches any term of this Agreement.
4. Selling Class Descriptions. (Rate Sections) The classes of sales indicated to the Advertiser shall have the following meanings:
 - d) Class One: "FIXED RATE," means a rate that is quoted on a weekly basis per program and is not pre-emptible by any other rate.
 - e) Class Two: "PRE-EMPTIBLE WITH NOTICE," means a rate that allows pre-emption by a higher rate. The pre-emption will occur before airtdate with advance notice given to Advertiser with or without Make Goods offered.
 - f) Class Three: "PRE-EMPTIBLE WITHOUT NOTICE," means a rate that allows pre-emption by any higher rate up to the time of log closing with no advance notice given to Advertiser and sold with no guarantee of any Make Goods.
 - g) Other classes of time are sold based on conditions of sale, length of spot and current FCC rules and regulations. If purchasing under such other classes of sale, the applicable terms shall be set forth on the Confirmation.
5. Failure to Telecast. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause, including mechanical or electronic breakdowns, beyond the reasonable control of Media General, there is an interruption or omission of both the audio and video signals of the commercial announcement or the program provided by Agency or Advertiser pursuant to this Agreement (collectively the "Material"), Media General may suggest a substitute time period for the telecast of the Material ("Make Good"). If no such Make Good is acceptable to Advertiser, then Media General shall issue a credit against Advertiser's account as follows:
 - a) With respect to Material that is more than three (3) minutes in length (a "Program"), a credit in an amount equal to the monies attributable to that portion of the Program not aired. For example, if Media General fails to telecast thirty (30) seconds of a ten (10) minute program, and Make Good is not acceptable to Advertiser, then Advertiser would receive a credit in an amount equal to five percent (5%) of the amount attributable on the Proposal Order to that airing of the Program; and
 - b) With respect to Material that is three (3) minutes or less in length (a "Commercial Announcement"), a credit in an amount equal to the monies attributable to that failed airing of the Commercial Announcement.

Agency shall have the benefit of the same discounts that would have been earned if there had been no interruption or omission in the telecast.
6. Agency Commission. As further consideration for Agency's agreement to the obligations set forth herein, Media General will pay recognized agencies a commission of up to fifteen percent (15%), unless otherwise agreed upon.

7. Political Advertisements. Political advertisements shall be subject to Media General's terms and conditions set forth on Media General's Political Disclosure Statement (the "PDS"). To the extent the PDS conflicts with the terms and conditions set forth herein, the PDS shall control.
8. Substitution of Programs of Public Significance.
 - a) Media General shall have the right to cancel the telecast of any Material in order to telecast any program which, in its absolute discretion, it deems to be of public significance. In any such case, Media General will notify Agency in advance if reasonably possible, but where such notice cannot reasonably be given, Media General will notify Agency within one (1) business day after such scheduled telecast has been cancelled.
 - b) If Advertiser or Agency and Media General cannot agree upon a satisfactory substitute day and time, the telecast so pre-empted shall be deemed cancelled without affecting the rates, discounts, or rights provided under this contract, except that Agency shall not have to pay the cancelled Media General charges. However, in such case, if the program substituted by Media General is a sponsored program, Media General shall pay to Agency: (1) Agency's actual non-cancelable live talent cost incurred by Agency for the production of a live program (not filmed nor recorded) in the cancelled time; and (2) the reasonable allocated print or rental cost of films or tapes scheduled for the cancelled telecast and not usable for future scheduling.
9. Program and Commercial Material.
 - a) Unless otherwise noted in this Agreement, all Material shall be furnished by Advertiser or its Agency. All expenses connected with the delivery of Material to Media General, and with return there from, if return is directed, shall be paid by Advertiser or Agency.
 - b) If any Material and scheduling instructions do not arrive seventy-two (72) hours in advance of telecast date, Media General shall notify Advertiser or Agency as soon as possible. If the Material and instructions do not arrive at Media General within forty-eight (48) hours after Media General's notification, Agency and Advertiser shall nevertheless pay Media General the agreed amount for the time reserved. Media General will exert all reasonable effort to telecast Material despite late receipt.
 - c) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes or for any other cause beyond Advertiser's or Agency's control, the Material cannot be provided prior to the scheduled telecast hereunder, Advertiser or Agency shall not be liable to Media General. In such event, Media General shall suggest a substitute day and time period for telecast of the Material. If no such substitute day and time period is mutually agreed upon, Media General shall credit Advertiser or Agency for the time and/or program charges hereunder in the amount of money assigned to the time period and/or the program at the time of purchase. Advertiser or Agency shall have the benefit of the same discounts which would have been earned if the Material had been telecast.
 - d) All Material is subject to Media General approval, and Media General may exercise a continuing right to reject any Material, whether because of unsatisfactory technical quality or for any other reason or for no reason. In the event a Program is unsatisfactory, Media General shall notify Agency, and, unless Agency delivers satisfactory Material to each station from which the Material is to be telecast at least seventy-two (72) hours in advance of telecast, Media General shall have the right to substitute its own program. In the event a Commercial Announcement is unsatisfactory, Media General shall notify Agency, and, unless Agency delivers satisfactory Material to each station from which the Material is to be telecast at least forty-eight (48) hours prior to telecast time, the Agreement may be terminated by either party without penalty to either party.
 - e) Media General does not accept advertising contracts that impermissibly discriminate on the basis of race or gender.
10. Indemnification and Limitation of Liability.
 - a) Agency and Advertiser hereby represent and warrant: (i) they are free to enter into and perform their obligations under the Agreement; (ii) the Material complies with all

applicable laws and does not and will not violate or infringe the intellectual property rights, rights of privacy or publicity, or any other rights of any person or entity and does not and will not defame, libel or slander any person or entity, (iii) Agency and Advertiser have the right to grant to Media General the rights set forth in the Agreement, and (iv) there are not now and in the future there shall not be any claims, liens, encumbrances or rights that attach to or otherwise interfere with the use or telecast of the Material by Media General in accordance with this Agreement. Agency and Advertiser agree jointly and severally to hold and save harmless Media General, its officers, employees, directors, agents, related corporations, affiliates, networks, successors and assigns against: (i) any breach by Agency or Advertiser of this Agreement, including but not limited to, the aforementioned representations or warranties; (ii) any liability resulting from the telecast or other use of Material except musical compositions licensed as stated below. The term liability includes all losses, costs, damages, claims (whether founded or unfounded or are successful or unsuccessful), settlements, judgments or expenses, including reasonable attorneys' fees. Media General agrees to hold and save Agency and Advertiser harmless against all liability resulting from Media General's use of programs not furnished by Agency or Advertiser.

- b) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, MEDIA GENERAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY PRODUCT OR SERVICE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS A MATERIAL INDUCEMENT FOR MEDIA GENERAL TO PROVIDE THE SERVICES AT THE RATES AND CHARGES STATED HEREIN, AGENCY AND ADVERTISER AGREE THAT, IN NO EVENT, SHALL MEDIA GENERAL BE LIABLE FOR: (A) ANY LOSS, EXPENSE OR DAMAGE ASSOCIATED WITH AGENCY, ADVERTISER OR A THIRD PARTY'S LOSS OF REVENUE, PROFITS, SAVINGS, BUSINESS OR GOODWILL; OR (B) ANY INDIRECT, EXEMPLARY, PROXIMATE, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND EXPENSES OF ANY NATURE RELATING TO THIS AGREEMENT OR THE TELECAST SERVICES. ADVERTISER AND AGENCY'S SOLE AND EXCLUSIVE REMEDY IN THE CASE OF A BREACH OF THIS AGREEMENT BY MEDIA GENERAL SHALL BE LIMITED TO A REFUND OF THE PRICE PAID FOR THOSE SERVICES NOT PROVIDED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AS A RESULT OF MEDIA GENERAL'S BREACH. THIS SECTION 10 SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THE AGREEMENT.
11. Media General reserves the right to adjust rate grids at any time. This may cause all or some contracted spots to change section codes and therefore class of time.
12. Media General shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to Material and other property furnished by Agency in connection with telecasts hereunder. Media General will not accept or process mail, correspondence, or telephone calls in connection with telecasts except after prior, written approval.
13. Advertiser may not assign this Agreement, in whole or in part, without first obtaining the prior, written consent of Media General. Media General shall be under no obligation to telecast hereunder for the benefit of any Advertiser not named on the Proposal Order. Failure of Media General to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.