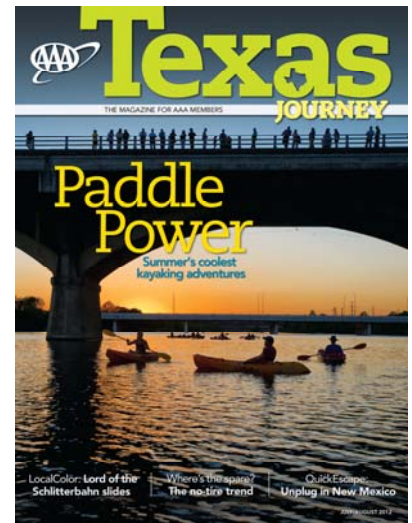




The AAA brand influences both readership and buying habits

AAA is one of the most recognized brands in the world. Now you can put that power to work for you by going directly into the homes of all AAA members in Texas. **Texas Journey** magazine is published six times per year and features travel, automotive, and lifestyle editorial.

The key to AAA's high-return advertising programs is trust. Because active, affluent members trust AAA's reliable, high quality service, they use it to make their travel plans, insure their cars and homes, and to help when they are stranded on the side of the road. There's simply no better time and place to influence their buying decisions than in **Texas Journey** magazine.



Texas

JOURNEY

2013 PLANNED EDITORIAL LINEUP *(subject to change)*

JANUARY/FEBRUARY

- Muffler Men celebrate 50 years. We pay a visit to a few still towering above Texas roadsides.
- Elevated Hawaii. We take you to the highest points on the major islands.
- Louisville, Kentucky, gears up for Derby season.
- Mardi Gras variations around the U.S.
- TexMix: Texas Governor's Mansion tours; Legendary Roadfood: The Grape Restaurant, Dallas.
- DayTrip: Lost Pines Region in Bastrop County.
- LocalColor: Kaitlyn Jolly of the Austin Samba School will play the lead in this year's Carnaval Brasileiro show.

MARCH/APRIL — *THE DANCE ISSUE*

- Houston Dances. We showcase a variety of dance styles to watch and/or participate in.
- Alaska fishing. Our resident fisherman travels to West Alaska's Anchorage and Kenai Peninsula areas.
- American Dance Festival, North Carolina. The ADF has been presenting the best in modern dance for over 75 years. Experience performances at the summer showcase that runs June–July in the Durham area.
- TexMix: Qui Hi Gun Club Dance Hall; Drive: Linden's Wildflower Trail; Roadfood: El Meson de San Agustin, Laredo.
- DayTrip: Palestine. Celebrate the early spring bloom during the Dogwood Trails Festival, late March thru April.
- LocalColor: Patrick Sparks, president of the Texas Dance Hall Preservation Society.

MAY/JUNE

- Texas Toobing. This favorite summer pastime is explored two ways: on the popular Comal and Guadalupe rivers in New Braunfels and at the Schlitterbahn waterpark resort nearby.
- Northern Italy's Culinary Delights. Parma ham, Parmigiano-Reggiano make Emilia Romagna a food lover's delight.
- Walkable Dallas. Attractions along the DART line and trolley.
- TexMix: George W. Bush Presidential Center and Library opens this spring; Roadfood: Reef, Houston.
- DayTrip: Fredericksburg. It's peach season in Central Texas, and you'll know it by the mention of Freddys-burg peaches on the menus of restaurants throughout the Hill Country. Enjoy this edible take on Fredericksburg.
- LocalColor: Chuck Morgan, Texas Rangers PA Announcer.

JULY/AUGUST

- Galveston Since Ike. Our story looks at the rebuilding efforts of interest to tourists, including the discovery pyramids at Moody Gardens and the historic Pleasure Pier.
- Adventures by Disney Tours. Discovering the "Middle Kingdom" (Chinese name for China) with Adventures by Disney, which specializes in interactive, family-friendly guided tours.
- Branson, Missouri. Art demonstrations and cooking experiences at Silver Dollar City take visitors beyond the live stage shows that are the city's bread and butter.
- DayTrip: Paris. Located in the Red River Valley in northeast Texas, Paris packs a punch with summer festivals, regional fishing, nature trails, and its iconic Eiffel Tower tribute.

SEPTEMBER/OCTOBER

- Austin Food Trucks. Our photo-heavy piece surveys the coolest-looking food trucks, from a vintage Airstream trailer topped with a giant cupcake to modified school buses that sell sub sandwiches.
- Caribbean Combo. We'll present an array of the most popular islands and reveal what makes each one distinct.
- Biking Montana's Glacier Country.
- LocalColor: Jose Trevino, murals of San Antonio's West Side. We talk with a lead painter involved with the 20-plus art works that relate Chicano history and culture of the neighborhood.

NOVEMBER/DECEMBER

- Fort Worth: Old vs. New West. Probably more than most Texas cities, Fort Worth reveres its Old West roots. Many traditions are kept alive at local attractions like the Stockyards, dance halls, rodeo arena, and Cowboy Museum. But parts of the city embrace the modern world too, including new science museums, boutique shopping, and trendy restaurants.

Audience Profile

2013

Circulation Region: Texas

Circulation: 920,000 ♦ Audience: 1,932,000



- When compared to the average Texan, Texas Journey readers spend more, travel more often, and live more active lifestyles.
- On average, Texas Journey reader households earn \$27,900 more than non-reader households in Texas.
- Texas Journey readers are 77% more likely to have a post-graduate degree than the average Texas adult.

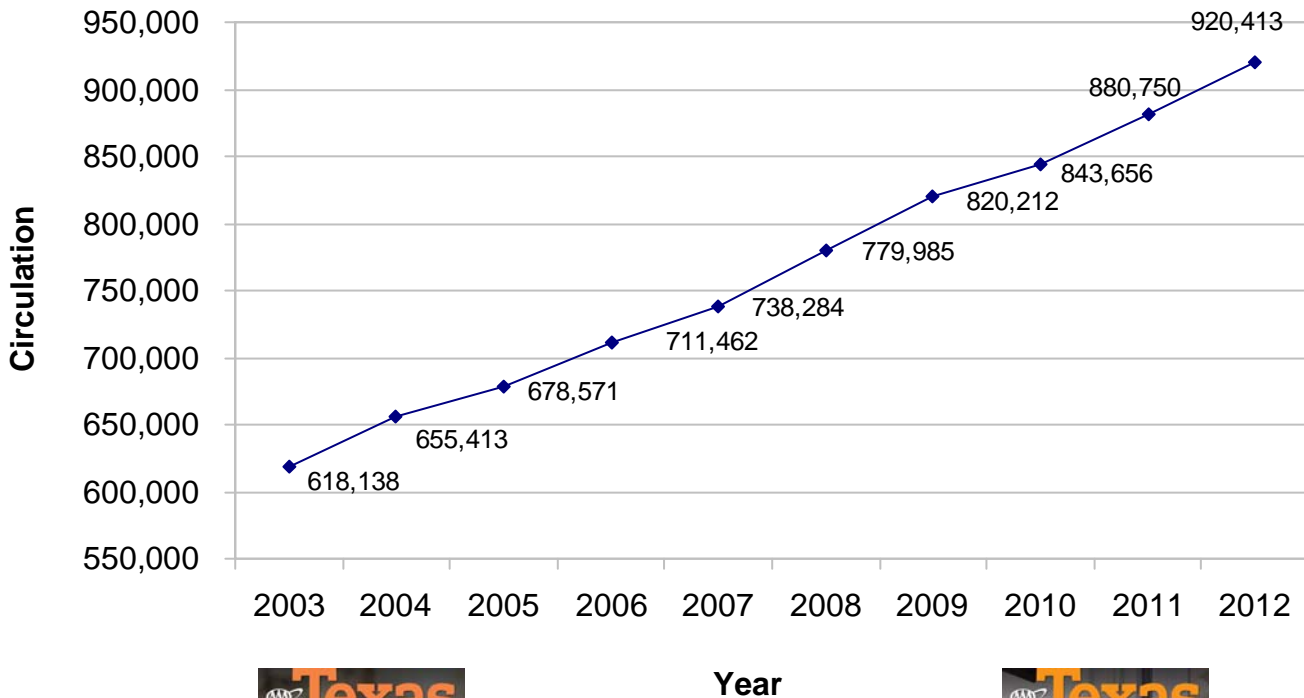
Texas		Audience	Composition	Coverage	Index
Men		890,000	46%	10%	93
Women		1,042,000	54%	12%	107
Married		1,316,000	68%	13%	120
Household Income					
\$60,000+		1,416,000	73%	17%	154
\$75,000+		1,207,000	63%	18%	166
\$100,000+		817,000	42%	19%	175
\$150,000+		278,000	14%	18%	166
\$200,000+		137,000	7%	20%	178
Average HHI	\$98,800				
Median HHI	\$90,500				
Age					
18-34		360,000	19%	6%	53
35-54		632,000	33%	9%	87
55-64		495,000	26%	21%	191
65+		446,000	22%	18%	163
Median Age	54.3 years				
Education					
Attended college		1,351,000	70%	14%	129
Bachelor's degree+		809,000	42%	20%	177
Home					
Own home		1,789,000	93%	15%	132
Median home value	\$181,579				
Mean home value	\$218,721				

Source: 2012 Doublebase, prototype; GfK MRI



- Texas Journey has grown in circulation every year since 2003.
- Largest print coverage of the Texas market.
- Texas Journey circulation covers the entire region of Texas.

Texas Journey Circulation Growth



Source: June ABC Publishers Statements, June USPS Postal Verification
Texas Journey - 2013 Circulation Growth
10/29/2012



Texas Market Penetration

Texas Journey delivers to more Texas households than all major travel and lifestyle magazines!



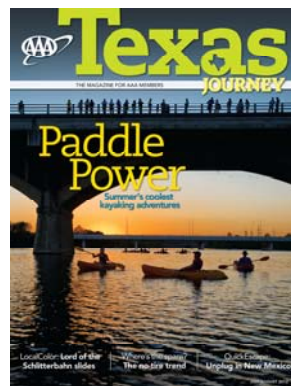
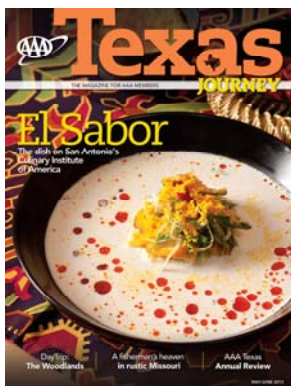
Total Texas Households = 8,539,206 (Source: U.S. Census Bureau)

	Texas Circulation*	Texas Penetration
Texas Journey	920,413	10.8%
Better Homes & Gardens	517,001	6.1%
Southern Living	369,720	4.3%
Texas Monthly	276,722	3.2%
Good Housekeeping	254,763	3.0%
People	228,865	2.7%
Texas Highways	180,395	2.1%
Cooking Light	128,056	1.5%
Travel + Leisure	60,148	0.7%
Condé Nast Traveler	44,941	0.5%
Arthur Frommer's Budget Travel	41,281	0.5%



Source: Audit Bureau of Circulations, June 2012 Publishers Statements

*Circulation includes subscription and newsstand sales



Readership

2013

Circulation Region: Texas

Circulation: 920,000 ♦ Audience: 1,932,000

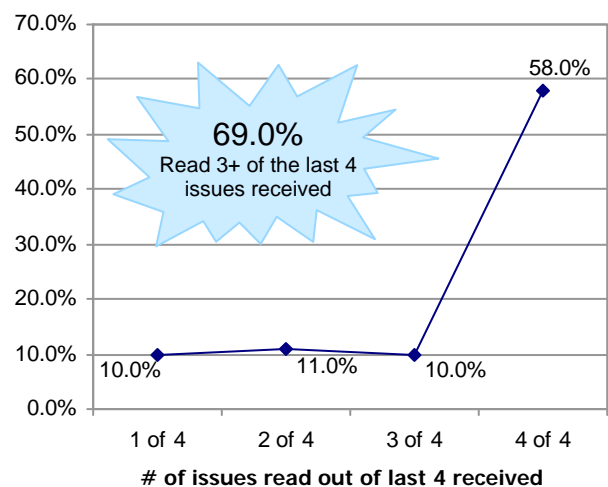
- Another glowing testimony to the editorial excellence of *Texas Journey* and its unprecedented readership by AAA members who rarely miss an issue.
- Readers take 26.2 minutes, on average, out of their busy schedules to spend reading an issue.



Actions taken as a result of reading Texas Journey in the past year:

Took Any Action	76.0%
Became Aware of AAA discount(s) and Used/received AAA discount(s)	46.3%
Visited/Contacted AAA office	22.7%
Visited AAA.com	16.2%
Traveled to a Destination Advertised or Written About	13.8%
Used AAA Tour Book	12.9%
Planned or Modified Existing Plans for a Trip	10.2%
Visited an Advertiser's web site or Contacted an Advertiser Directly for Information	9.6%
Called a Toll-Free Number	9.1%
Made Reservations or Bought Tickets	9.1%
Obtained Information on a Product or Service Advertised	8.7%
Visited Texas Journey Web Site	5.7%
Visited/Contacted AAA Travel Agent	4.3%
Sent for Information Using AAA Magazine Reader Service Card	3.3%

Texas Journey Readership



Source: 2011 Texas Journey Reader Profile Study, GfK MRI



Regional Travel

2013

Circulation Region: Texas

Circulation: 920,000 ♦ Audience: 1,932,000

- ♦ 82.8% of Texas Journey readers took at least one overnight domestic trip in the past year.



Top local areas visited in the past year

Dallas/Ft. Worth Metro Area	40.5%
Austin/Hill Country	39.3%
Houston	34.6%
San Antonio	29.4%
Galveston	20.7%
East Texas	16.5%
West Texas	13.8%
Grapevine	13.1%
Denver, CO	11.4%
New Orleans, LA	11.1%
Las Vegas, NV	11.1%
Corpus Christi	9.5%
Los Angeles Area	9.0%
Chicago, IL	8.9%
Oklahoma City, OK	8.6%
Lake Charles, LA	8.5%
Shreveport, LA	7.5%
Orlando, FL	7.3%
Lubbock	7.1%

San Francisco Area	7.0%
Albuquerque, NM	6.6%
New York City, NY	6.6%
South Padre Island	6.5%
Phoenix/Scottsdale, AZ	6.4%
Miami/Ft. Lauderdale, FL	6.2%
San Diego, CA	5.9%
Little Rock, AR	5.9%
Panhandle	4.9%
Santa Fe, NM	4.5%
Biloxi/Gulfport, MS	4.5%
El Paso	4.1%
St. Louis, MO	4.1%
Las Cruces, NM	3.2%
Carlsbad, NM	3.1%
Ruidoso, NM	2.9%
Orange County, CA	2.8%
Tucson, AZ	2.0%
None of these	11.9%

Source: 2011 Texas Journey Reader Profile Study, GfK MRI

Texas is the most popular reader vacation spot.



Travel Planning and Booking

2013

Circulation Region: Texas

Circulation: 920,000 ♦ Audience: 1,932,000

Readers of Texas Journey most often look to the magazine for information and travel related information. This is evident from the high percentage of readers who use the magazine when planning a trip.

Sources of information when planning a trip:

Friends or Relatives	50.8%
Texas Journey Magazine	38.0%
Other Websites	34.6%
Other Magazines/Newspapers	25.4%
Direct from Accommodations/ Travel provider	25.1%
Television	18.6%
Books	18.0%
AAA Website	16.4%
Other Travel Agency	16.3%
AAA Travel Agency	14.7%

Source: 2011 Texas Journey Reader Profile Study, GfK MRI



Method readers use to make reservations or buy tickets for a trip:

Direct from Travel Provider	61.9%
AAA Travel Agency	11.3%
Other Travel Agency	15.3%
AAA Web Site	7.5%
Other Web Sites	43.8%





Regional Magazine Comparison

Texas Journey delivers to more Texas households than Southern Living and Texas Monthly combined!

	Southern Living	Texas Monthly	Texas JOURNEY
TOTAL CIRCULATION	2,841,331	312,135	920,413
TEXAS CIRCULATION	369,720	276,722	917,708
DEMOGRAPHICS			
Median Age	56 years	60 years	54 years
Mean Age	54 years	55 years	51 years
Median HHI	\$74,200	\$85,100	\$90,500
Bachelor's Degree +	39%	44%	42%
Married	65%	70%	68%
LEISURE ACTIVITIES – past year			
Attend art galleries or shows	11%	12%	14%
Dining out	61%	58%	56%
Go to museums	20%	19%	23%
Go to live theater	19%	17%	17%
Go to the zoo	12%	14%	16%
TRAVEL – past year			
Took a domestic trip	69%	74%	74%
Took 3+ vacation trips	28%	32%	39%
Stayed in a hotel/motel	55%	58%	68%
Spent 3+ nights in a hotel/motel	44%	43%	57%
REAL ESTATE			
Own home	86%	89%	93%
Own investment property	5%	6%	8%
Own a vacation/weekend home	8%	6%	7%

Sources: 2012 Doublebase, GfK MRI; Base: US Adults
 ABC Publisher Statement, June 2012
 USPS 3541 Verification, June 2012



General Advertising Rates

2013

All rates are Gross



Rate Card #17
Effective January 2013

Rate Base: 920,000 ♦ Total Readers: 1,932,000

Circulation Region: Texas

	1X	3X	6X
4 Color			
Full Page	\$ 19,800	\$ 18,810	\$ 17,820
2/3 Page	13,880	13,190	12,490
1/2 Page	12,390	11,770	11,150
1/3 Page	7,430	7,060	6,690
1/6 Page	4,370	4,150	3,930
B&W			
Full Page	\$ 15,830	\$ 15,040	\$ 14,250
2/3 Page	11,100	10,550	9,990
1/2 Page	9,900	9,410	8,910
1/3 Page	5,950	5,650	5,360
1/6 Page	3,500	3,330	3,150
Cover 2	\$ 22,790	\$ 21,650	\$ 20,510
Cover 3	21,780	20,690	19,600
Cover 4	19,800	18,810	17,820



Travel Guide Advertising Rates 2013

All rates are Net

Rate Card #17
Effective January 2013



Rate Base: 920,000 ♦ Total Readers: 1,932,000

Circulation Region: Texas

	1X	3X	6X
4 Color			
1/3 Page	\$ 5,600	\$ 5,320	\$ 5,040
1/6 Page	3,260	3,100	2,930
3 inch	2,160	2,050	1,940
2 inch	1,460	1,390	1,310
1 inch	730	690	660
Black & White			
1/3 Page	\$ 4,460	\$ 4,240	\$ 4,010
1/6 Page	2,610	2,480	2,350
3 inch	1,720	1,630	1,550
2 inch	1,150	1,090	1,040
1 inch	590	560	530



2013 Issue Dates	Space Close	Materials Due	First Possible In-Home Dates
Jan/Feb	11/1/12	11/7/12	12/15/12
March/Apr	1/2/13	1/7/13	2/21/13
May/June	3/1/13	3/7/13	4/20/13
July/Aug	5/1/13	5/7/13	6/21/13
Sep/Oct	7/1/13	7/5/13	8/22/13
Nov/Dec	9/3/13	9/9/13	10/22/13

RUN OF BOOK

Space Sizes	Bleed (W x H)	Trim (W x H)	Non-Bleed (W x H)
Full Page	8.125"W x 10.75"H	7.875"W x 10.5"H	-
Back Cover	8.12"W x 8.5"H	7.875"W x 8.25"H	-
Spreads	16.125"W x 10.75"H	15.75"W x 10.5"H	-
2/3 Page Vertical	-	-	4.5"W x 9.5"H
1/2 Page Horizontal	-	-	6.875"W x 4.625"H
1/2 Page Island	-	-	4.5"W x 7.125"H
1/3 Page Vertical	-	-	2.125"W x 9.5"H
1/3 Page Square	-	-	4.5"W x 4.625"H
1/6 Page Vertical	-	-	2.125"W x 4.625"H

Note: Live copy no less than .25" from trims

TRAVEL GUIDE

1/3 Page Square	4.5"W x 4.625"H
1/6 Page Vertical	2.125"W x 4.625"H
3 Inch	2.125"W x 3"H
2 Inch	2.125"W x 2"H
1 Inch	2.125"W x 1"H

DIGITAL AD REQUIREMENTS

All ads should be uploaded to

www.adshuttle.com/acepubs

Ads must be submitted as a PDF/X1a

Application files such as Adobe Illustrator, InDesign, and Quark Xpress are not acceptable. File must be high resolution (300 dpi), CMYK or grayscale (no spot colors, RGB, LAB, or ICC color profiles) with a maximum density of 300. Preferred fonts are Open Type and Type 1 and should be imbedded. All marks (trim, bleed, center, color bars) should be included in all colors and outside of the bleed area.

PROOFING REQUIREMENTS

You may either agree to waive a proof in Ad Shuttle, or send a 4/C SWOP proof (made from supplied file) to:
 Miriam Moritz
 Texas Journey
 3333 Fairview Road, A327
 Costa Mesa, CA 92626-1698
 Tel: 714-885-2383
 Fax: 714-885-1109
moritz.miriam@aaa-calif.com





For the six months ended
June 30, 2012

USPS 3541 Circulation Verification

Editorial Overview: AAA TEXAS JOURNEY is a magazine edited for Automobile Club members in Texas. It offers timely coverage of local issues, plus consumer information about travel, insurance, automobiles and safety issues. In addition, the magazine contains departments offering advice for travelers and motorists, and money saving opportunities on local attractions, events and travel.

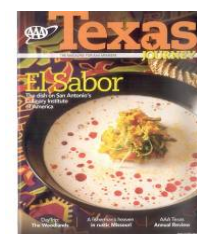
Frequency: 6 times/year

TOTAL AVERAGE PAID & VERIFIED CIRCULATION

	Average for the Statement Period	%	Rate Base	Above (Below)	% Above (Below)
Subscriptions					
Paid	920,413	100%			
Verified	N/A				
Total Paid & Verified Subscriptions	920,413	100%			
Single Copy Sales	N/A				
Total Paid & Verified Circulation	920,413	100%	880,000	40,413	4.4%

PAID CIRCULATION BY ISSUE

Issue	Paid Circulation
Jan/Feb	909,651
Mar/Apr	914,290
May/Jun	937,297



3 YEAR TREND

	2010	%	2011	%	2012	%
Subscriptions:						
Paid	843,656	100.0	880,750	100.0	920,413	100.0
Verified	N/A		N/A		N/A	
Total Paid & Verified Subscriptions	843,656	100.0	880,750	100.0	920,413	100.0
Single Copy Sales	N/A		N/A		N/A	
Total Paid & Verified Circulation	843,656	100.0	880,750	100.0	920,413	100.0
Year Over Year Percent of Change				4.4%		4.5%
Average Annualized Subscription Price	\$2.00		\$2.00		\$2.00	

CIRCULATION BY STATE - for the May/June 2012 issue

State	Paid Subscriptions	State	Paid Subscriptions
Alabama	195	Ohio	417
Arizona	568	Oklahoma	626
Arkansas	282	Oregon	230
California	2,245	Pennsylvania	392
Colorado	704	Rhode Island	37
Connecticut	136	South Carolina	169
Delaware	32	South Dakota	62
District of Columbia	58	Tennessee	317
Florida	1,041	Texas	922,515
Georgia	417	Utah	143
Idaho	66	Vermont	32
Illinois	464	Virginia	535
Indiana	197	Washington	480
Iowa	110	West Virginia	54
Kansas	233	Wisconsin	143
Kentucky	160	Wyoming	48
Louisiana	522		
Maine	62	TOTAL 48	
Maryland	275	CONTERMINOUS	937,091
Massachusetts	260	STATES	
Michigan	257		
Minnesota	186	Alaska	55
Mississippi	125	Hawaii	73
Missouri	311		
Montana	66	TOTAL ALASKA &	128
Nebraska	66	HAWAII	
Nevada	283		
New Hampshire	53	U.S. Unclassified	-
New Jersey	257		
New Mexico	368	TOTAL UNITED	937,219
New York	452	STATES	
North Carolina	420	Poss. & Other	22
North Dakota	20	Areas	
		U.S. & POSS., etc.	937,241
		Canada	-
		International	-
		Other Unclassified	-
		Military or Civilian	56
		Personnel Overseas	
		GRAND TOTAL	937,297

DMA BREAKDOWN AS OF JUNE 30, 2012

DMA	Paid Subscriptions	DMA	Paid Subscriptions
Abilene-Sweetwater	5,376	Houston	295,809
Amarillo	10,626	Laredo	1,241
Austin	91,938	Lubbock	8,974
Beaumont-Port Arthur	8,229	Odessa-Midland	6,458
Corpus Christi	10,996	San Angelo	2,687
Dallas-Ft Worth	301,502	San Antonio	88,668
El Paso	11,992	Tyler-Longview	17,397
Harlingen-Weslaco-Brownsville-McAllen	9,764	Victoria	1,644
		TOTAL DMA - Texas	873,301

ANALYSIS OF TOTAL NEW AND RENEWAL PAID INDIVIDUAL SUBSCRIPTIONS

Total gross subscriptions (new and renewal) sold in the six month period ended June 30, 2012

DURATION

		%
a. One to six months (1 to 3 issues)	None	
b. Seven to eleven months (4 to 5 issues)	None	
c. Twelve months (6 issues)	486,657	100%
d. Thirteen to twenty-four months	None	
e. Twenty-five months and more	None	
Total Subscriptions Sold in Period	486,657	100%

USE OF PREMIUMS

		%
a. Ordered without premium	486,657	100%
b. Ordered with material reprinted from this publication	None	
c. Ordered with other premiums	None	
Total Subscriptions Sold in Period	486,657	100%

CHANNELS

		%
a. Ordered by subscriber action via direct mail, direct mail agents, inserts, online, renewals, catalogs, or other outlets available to the subscribers	None	
b. Ordered by subscribers in response to unsolicited telemarketing and door to door selling	None	
c. Ordered by subscribers in response to fund-raising programs of schools, churches, and other similar organizations	None	
d. Subscriptions as part of membership in an organization	486,657	100%
Total Subscriptions Sold in Period	486,657	100%

We certify that to the best of our knowledge all data set forth in this Publisher's Statement are true and report circulation in accordance with the United States Postal Service.

Parent Company: AAA Texas
 AAA Texas Journey
 6555 North State Highway 161
 Irving, TX 75039-2402
 P: 469-221-6006
 F: 469-221-6055
 www.aaa.com

JIM DOOLEY-GREEN
 Postal Affairs/Circulation/Distribution

TAMARA HILL
 Publisher

Dated Signed: August 24, 2012

Advertiser Information

2013

Rate Card 17 Effective January 2013

ADVERTISER INFORMATION

TERMS OF SALE

Net 30 days from date of invoice. First time advertisers must prepay by Ad Close date. Publisher reserves the right to request further prepayment for so long as Publisher desires.

COMMISSION

15% paid to recognized agency on space, position, color and bleed charges, provided the account is paid within 30 days from invoice date.

COMBINATION RATES

Sold in combination with AAA Western Magazine Network.

SHORT RATES AND REBATES

Each page or fractional page counts as one insertion. Frequency discounts may be earned with any combination of different size insertions used during a 12-month period. If a greater frequency discount is earned, a rebate will be made. If the billed rate is not earned, the short rate will be based on the number of insertions actually run during the contract period. See Advertising Contract Provisions for more details.

CANCELLATIONS

Must be received from advertiser in writing prior to Materials Due date; all orders non-cancellable after Materials Due date of relevant issue. (See Section C of Contract Conditions.)

SEND ALL INSERTION ORDERS TO:

Texas Journey
Attn: Jim Green
3333 Fairview Road,
Mail Stop A327
Costa Mesa, CA 92626-1698
Tel: 714-885-2394
Fax: 714-885-1109
Green.Jim@aaa-calif.com

COPY REGULATIONS

A. The caption line "ADVERTISEMENT" shall be printed at the top of advertisements that either carry no signature or resemble editorial pages.

B. When new ad material, covered by an uncanceled Insertion Order is not received by the applicable Materials Due date, copy run in the previous Issue will be inserted.

C. The Publisher will not be bound by any terms or conditions, printed or otherwise, appearing on any order blank or copy instructions, when such conditions conflict with the Publisher's Advertising Policy Guidelines, Advertising Contract Provisions or Rate Card.

CONTRACT CONDITIONS

ADVERTISING CONTRACT PROVISIONS

A. In order to place advertising with AAA Texas ("Publisher"), Advertiser (as defined below) shall complete and execute an Advertising Contract & Insertion Order (the "IO" and together with the terms and conditions set forth in this Rate Card, collectively referred to as this "Contract"). "Advertiser" means the party designated in the IO as "Advertiser." The publication selected in the IO shall be referred to as the "Publication," and the issue(s) designated in the IO shall be referred to as the "Issue(s)."

B. Advertiser shall have the right, without liability to Publisher to terminate the entire Contract at any time prior to the Ad Close date for the first insertion ordered under the Contract's IO.

C. Once the Ad Close date for any Issue has passed, but the Materials Due date for that Issue has not yet passed, Advertiser may, by written notice to Publisher received prior to the Materials Due date, cancel Advertiser's insertion for that issue by paying 10% (Ten percent) of the Earned Rate.

D. Once the Ad Close date and the Materials Due date for any Issue has passed, Advertiser may only cancel an insertion for that Issue with the written consent of the Publisher and upon payment of 100% (One hundred percent) of the Earned Rate for that insertion within 30 days after invoice date. Advertiser's failure to provide materials for an insertion in an Issue on or prior to the Materials Due date for that Issue shall be deemed a cancellation of such insertion, unless Publisher agrees in writing to an extension of the Materials Due date for that particular insertion.

E. Advertiser's cancellation of any insertion specified in the IO automatically nullifies any rate protection and any preferred position reservation as to any remaining insertions specified under the IO.

F. Publisher shall have the right, at its option, to terminate this Contract at any time by written notice to Advertiser, in which event Advertiser shall pay for insertions already published, and any Frequency Discount contracted for in the IO shall apply irrespective of the actual number of insertions published prior to termination.

G. Publisher shall have the right to terminate this Contract and any other agreements, contracts or insertion orders entered into by Advertiser and Publisher, at any time with or without notice to Advertiser upon the occurrence of any of the following ("Events of Default"): (i) a failure by Advertiser to pay in full any invoice on or prior to its due date, (ii) an insertion specified in the IO was not published within the Contract Period (as defined in the IO) as a result of one or more cancellations by Advertiser, or (iii) a breach by Advertiser of any other provisions of the Contract. In the event of such termination by Publisher, Advertiser shall pay Publisher for all insertions already published under the Contract at the Earned Rate. Failure of Publisher to terminate this Contract upon the occurrence of an Event of Default shall not be deemed a waiver of Publisher's right to terminate this Contract by reason of any subsequent Event of Default.

H. Publisher reserves the right to revise its advertising rates at any time. Any new rate immediately applies to insertions not previously covered by the Contract's IO. Insertions already covered by the IO may receive rate protection only if published in the six months immediately following the date when the new rates become effective. Advertiser may terminate this Contract on the date new rates become effective, provided that prior to said effective date, Advertiser gives to Publisher written notice of such termination; and, in the event of such termination, Advertiser shall only be liable for insertions already published and any Earned Discount contracted for in the IO shall apply irrespective of the actual number of insertions actually published prior to termination.

I. Publisher reserves the right at Publisher's sole discretion to revise or reject any advertisement or portion thereof. Publication of advertising copy shall not affect the Publisher's right to revise or reject the same copy thereafter. (See Advertising Policy Guidelines)

J. Advertiser warrants and represents that any material submitted to Publisher is original; truthful and not misleading; does not violate any law or infringe the copyrights, trademarks, trade names, patents or other intellectual property rights of any other person; and contains no matter that is libelous, an invasion of privacy, an unlawful appropriation of the name or likeness, or otherwise injurious to the rights of any other person; and Advertiser has obtained all necessary consents prior to submission to Publisher. Advertiser assumes all responsibility for all content (including, but not limited to, text, representations, names, photographs, and illustrations) of advertisements printed. Advertiser agrees to indemnify, defend and hold Publisher, its officers, members of its Board of Governors, employees and agents, harmless against any and all claims, losses, liabilities and expenses, including attorney's fees and legal expenses, resulting from or attributable to the publication of any material submitted by Advertiser under this Contract.

K. An IO that specifies pages or directs insertion of advertising in a special position or on a designated page or specifies "or omit" will not be accepted. Any provision in the IO specifying or barring the use of any page because of the kind of news or advertising on that



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page, on its reverse side or on the facing page will not be legally binding upon Publisher but will be treated as a request only. Discontinuance of advertisements ordered "Till Forbid" and changes or cancellations of advertisements must be given in writing. No oral agreements will be recognized.

L. IN THE EVENT OF ANY ERROR OR OMISSION IN PRINTING OR OTHER INADVERTENT PUBLICATION OF AN ADVERTISEMENT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE COST OF THE SPACE USED OR THE COST OF THE INSERTION OMITTED. IN THE EVENT OF ANY OTHER BREACH OF PUBLISHER'S OBLIGATIONS UNDER THIS CONTRACT, PUBLISHER'S LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY ADVERTISER TO PUBLISHER UNDER THIS CONTRACT. Publisher shall have no liability unless it receives written notice of the error or omission no later than 30 calendar days after the Issue Date (as defined below) of the Issue in which or with respect to which the error or omission occurred. The cover of each Issue bears a designation consisting of (a) either one month, or two months separated by a forward slash, and (b) followed by year. The first day of the first month so designated shall be referred to herein as the "Issue Date" (By way of example only, January 1, 2012 is the Issue Date of the Issue designated "January/February 2012.") Where the same insertion is ordered for more than one Issue, credit, if allowed, shall be for the first insertion only and may, at the sole discretion of Publisher, be given in the form of republication of the corrected advertisement. No adjustment will be made under circumstances in which Advertiser, its client or its agent is responsible for the error.

M. Advertiser authorizes Publisher, and any of its affiliates or agents, to obtain credit reports in Advertiser's name at any time.

N. To the extent Advertiser fails to pay any invoice from Publisher when due, Advertiser further agrees that Publisher may refer Advertiser's account to a collections agency. Advertiser acknowledges and agrees that Publisher, or any of its affiliates or agents, may from time to time report the credit experience of Publisher, or one of its affiliates, with Advertiser to third parties, including, without limitation, governmental authorities and credit reporting agencies. Advertiser hereby waives and holds Publisher harmless from and against any and all claims that Advertiser may have as a result of such reporting.

O. If Advertiser fails to pay an invoice from Publisher when due and payable, a late payment charge of 1.5% per month (or the highest rate permitted by law, if lower), will be applied, as of the thirty-first (31st) day after the invoice date, to the outstanding balance of such invoice and the agency commission, if applicable, is also revoked on the 31st day.

P. Publisher shall have the right at any time, at its sole discretion to require prepayment for any advertising under this Contract (or any other insertion order submitted by Advertiser or Advertiser's client) on such terms as it may see fit. In the event Advertiser fails to make a prepayment within five (5) business days after delivery to Advertiser of a written demand from Publisher therefore, Publisher shall have the right to immediately terminate this Contract and any other agreement or insertion order entered into by Advertiser and Publisher, without further notice to Advertiser and without any liability to Publisher.

Q. If Advertiser is an advertising agency placing advertising on behalf of a client:

1. This Contract shall have no force or effect until (a) such client has executed and delivered to Publisher a letter on a form provided by Publisher, providing for, among other things, such client's liability in the event Advertiser fails to make timely payment of amounts owing to Publisher under this Agreement, or (b) Publisher waives in writing the requirement set forth in Clause (a).

2. This Contract creates a direct payment obligation of Advertiser to Publisher, irrespective of whether Advertiser is paid by its client, except to the extent Publisher receives valid payment from Advertiser's client.

3. Advertiser shall not be entitled to any advertising agency commission with respect to any invoice unless such invoice is paid within 30 days of invoice date.

R. Any notice required or permitted to be given under this Contract shall be in writing and shall be effective immediately upon receipt if delivered personally or by reputable national overnight delivery service, or two (2) working days from mailing such notice if mailed through the United States mail, certified, postage prepaid, return receipt requested, and addressed to each party as follows: (i) if to Publisher at AAA Texas, 3333 Fairview Road, Mail Stop A327, Costa Mesa, CA 92626-1698, Attention: Publisher, and (ii) if to Advertiser, to the address(es) set forth in the boxes titled "Agency" and "Client" on the IO, to the extent either box is completed.

S. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THE PERFORMANCE OF SERVICES UNDER THIS CONTRACT, UNDER ANY THEORY OF LAW, EVEN IF ADVERTISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

T. Advertiser agrees that no representations or warranties 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 that set forth in the Contract.

U. This contract shall be governed by the laws of the State of California. Any legal action relating to this Contract shall be brought in a State or Federal Court sitting in the County of Orange, State of California.

ADVERTISING POLICY GUIDELINES

A. All advertisements must be approved by the Publisher before they are deemed acceptable for publication in *Texas Journey*.

B. Publisher reserves the right to inspect or test any product or service to be advertised before the advertisement is deemed acceptable. Publication of any advertisement for a product or service tested by Publisher shall not be deemed an endorsement thereof by Publisher.

C. All advertising copy must comply with the guidelines established for editorial material in word, illustration, and design.

D. Priority of available advertising space will be given to Advertisers of products and services that bear a relationship to the demographics of *Texas Journey* subscribers. General categories include, but are not limited to: (1) automobiles, other vehicles, and transportation facilities; (2) accommodations, resorts, restaurants, recreational areas, tours, and cruises; (3) consumer electronics and sporting equipment; and (4) aftermarket products and services related to the above categories.

E. Advertisements of products or services in which AAA Texas has a special expertise or in which the ad might be construed as an endorsement must receive specific approval by the Publisher with regard to the veracity of the ad or the product or service advertised. Examples include (1) automotive products, (2) insurance products, (3) vehicle-repair business or products, (4) travel related products or services, and (5) group purchase plans.

F. Advertisements considered unacceptable include, but are not limited to, the following: (1) distilled spirits; (2) all "per inquiry" arrangements; (3) personal vanity products (such as those claiming to restore hair, reduce weight, remove fat, increase bust size, restore youth, improve sexuality); (4) get-rich-quick schemes, speculative offerings, and any claims made to amass personal fortunes or to guarantee "winning"; (5) garish displays, unacceptable posture of models, or advertisements that might appeal to sensuous or prurient interests; (6) political candidates or causes; (7) religious persons or doctrines; (8) escort services; and (9) illegal or questionable products or services. Advertisements for products or services not included in the categories set forth above may also be unacceptable if, in the opinion of the Publisher, they are considered inappropriate for publication in *Texas Journey*.

