

Marketing Agreement

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FINANCE OFFICE

This Marketing Agreement ("Agreement") is made and entered into as of 3/22/10 ("Effective Date"), by and between The Star and Cleveland County Schools.

BACKGROUND

The Star is engaged in the business of gathering content as well as publishing and printing newspapers and a Web site and has the capability to publish material for Cleveland County Schools (CCS). CCS has certain content that it desires The Star to gather as well as material that it desires to have The Star publish on a regular and repeated basis. The Star and CCS desire to enter into an agreement which will set forth the terms and provisions governing this relationship. Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, the parties hereto agree as follows.

AGREEMENT

1. Shelby Star Consultant Services. During the term of and in accordance with this Agreement, The Star will deliver to Cleveland County Schools

(a) Photography. The parties have mutually agreed that The Star will provide 25-30 hours per week in photography, multimedia and web updating expertise. The Star will work with the Superintendent or appointed designee to establish a schedule to cover designated events within the allotted timeframe.

(b) Marketing Feedback. Regular feedback and discussion on advertising, flight schedule, creative, direction and other issues of importance.

(c) Marketing Meetings. The Star will initiate and implement quarterly marketing meetings to discuss direction and on-going evaluation of programs. The Star will also produce an annual marketing plan upon renewals of this agreement.

(d) Ad Placement. The Star will be responsible for ad placement of \$25,000 worth of print, outdoor and interactive media as outlined in Exhibit A.

2. Rates and Invoices.

(a) Current Rates. For services provided by The Star, Cleveland County Schools agrees to pay to The Star the fees as detailed on the rate schedule attached hereto as Exhibit A ("Rate Schedule").

(b) Invoices. The Star shall invoice CCS for any fees due under this Agreement. All invoices submitted by The Star shall be due and payable within thirty (30) days following the invoice date.

(c) Rate Changes. The Star, will not revise the rates set forth in the Rate Schedule for a period of one year. After that time, CCS will be notified in writing at least thirty (30) days prior to the implementation of any rate changes ("Notification"). Any new rates achieved under this Section shall replace and substitute for the then-current Rate Schedule and shall be made a part of this Agreement.

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall terminate one (1) year from the Effective Date. Thereafter, this Agreement shall automatically renew for successive one (1) year periods; provided, however, that either party shall have the right to terminate this Agreement prior to the commencement of a renewal period by giving not less than ninety (90) days prior written notice to the other party of the noticing party's intent to terminate the Agreement as of the expiration of the then-current period.

11. Governing Law. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of North Carolina applicable to agreements made and to be performed wholly within the state of North Carolina.

12. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void or unenforceable, such provision shall be limited as necessary to render it valid and enforceable and the remaining provisions and any application thereof shall continue in full force and effect without being impaired or invalidated in any way.

13. Force Majeure. Neither party shall be liable to the other for any delay or inability to perform its obligations under this Agreement or otherwise if such delay or inability arises from any act of God, fire, natural disaster, act of government, or any other cause beyond the reasonable control of such party.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Insert name and jurisdiction of Company]

[Insert name and jurisdiction of Freedom entity]

By: Bruce Boyles
Name: BRUCE BOYLES
Title: Superintendent of Schools

By: [Signature]
Name: Skip Foster
Title: Principal, The Star

EXHIBIT A

Rate Schedule

Marketing Plan - \$25,000 worth of ad placement:

\$13,000 in print advertising

\$6,000 in outdoor billboards

\$6,000 in Interactive Media

\$600/monthly media fee

Consultant Work - \$38,000 Annual

25-30 hours per week in photography, multimedia and web updating expertise

Regular feedback and discussion

Quarterly marketing meetings