COMMERCIAL PRODUCTION AGREEMENT

- 1. Parties. This Agreement is between Lawson for Congress (L.F.C.) and M.E.I. Political (M.E.I.)
- Services. Upon receipt of this signed contract, and a final script approved by L.F.C., M.E.I. shall write and produce one Morgan Freeman radio commercial for L.F.C. M.E.I. shall make any reasonable modifications to the commercial requested by L.F.C., and deliver the completed commercial no later than 36 hours after the signing of this contract.
- Compensation. L.F.C. shall pay M.E.I. a production fee of \$4,500.00 for services rendered. The fee will be split into two payments. The first payment of \$2,250.00 shall be payable upon signing of this contract. This payment shall be payable in the form of a wire transfer or cashier's check to M.E.I. upon signing of this contract. A second payment of \$2,250.00 shall be paid to M.E.I. in the form of a campaign check, cashier's check, or wire transfer within 7 days of M.E.I. delivering the completed commercial.
- 4. Attorneys' Fees & Costs. If any legal action based in contract law is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief which that party may be entitled. This provision shall be construed as applicable to the entire contract.
- 5. Entire Agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representations inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
- 6. Modifications. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.
- 7. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a wavier of the term, covenant, or condition, nor shall any waiver or relinquishment of any

right or power at any one time or times, be deemed a waiver or relinquishment of that right or power for all or any other times.

8. Partial Invalidity. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Executed on 10/28, 2010, at Apex, NC.

Authorized Agent Lawson for Congress

Benjamin Mathis M.E.I. Political