

January 1, 2009

Mr. David Brock
CEO
Media Matters for America
1625 Massachusetts Avenue
Suite 300
Washington, DC 20036

Dear David:

The following will serve as a letter of agreement between The Bonner Group, Inc. ("Bonner") and Media Matters for America ("Media Matters") for fundraising services provided by Bonner.

Mission

Media Matters for America is a Web-based, not-for-profit, 501(c)(3) progressive research and information center dedicated to comprehensively monitoring, analyzing, and correcting conservative misinformation in the U.S. media.

Term of Agreement

This Agreement is effective on January 1, 2009 and expires at the close of business on December 31, 2009.

Solicitation Start Date

Solicitation by Bonner on behalf of Media Matters shall commence on January 1, 2009.

Services Provided

Bonner agrees to provide Media Matters with the following services:

1. Development of an overall fundraising strategy;
2. General consultation and assistance in organizational development as it relates to fundraising;
3. Consultation in the creation of programs, proposals and other materials appropriate to fundraising;
4. Consultation in the development of a Board of Directors;
5. The solicitation and collection of funds on behalf of Media Matters;
6. The development and research of viable prospecting lists;
7. The solicitation of prospects by letter, phone and in person as necessary;
8. The tracking of all pledged and contributed funds from prospects Bonner solicits;

Bonner shall provide Media Matters with necessary information upon request to permit Media Matters to comply with all relevant state or local laws governing charitable solicitations and solicitors.

Approval by Media Matters

Bonner shall report directly to Media Matters in the course of providing the above services and shall review with Media Matters on a regular basis the list of people being solicited. Additionally, Bonner shall provide Media Matters on a monthly basis a formal list of people being solicited.

Bonner will seek approval for and provide copies of all written materials and correspondence used in connection with fund-raising solicitations. In preparing communications on behalf of Media Matters, Bonner shall take reasonable steps to ensure that no such communication constitutes intervention in an electoral campaign, as prohibited under Section 501(c)(3) of the Internal Revenue Code.

The Managing Director of Media Matters shall be Bonner's primary contact within Media Matters for purposes of this Agreement and shall be the only individual authorized to grant any approvals required by this Agreement, other than Media Matters' President.

Custody of Funds Raised

The receipts from contributions made as a result of Bonner's fundraising efforts on behalf of Media Matters will be paid directly to the account of Media Matters and be deposited into an account of Media Matters within five (5) days of receipt. At no time shall Bonner have custody of or control over contributed funds.

Compensation, Commission and Expenses

Compensation

Media Matters agrees to pay Bonner a retainer of \$15,000 per month beginning January 1, 2009 and continuing on the first (1st) of each month through December 31, 2009.

Commission

Additionally, Media Matters agrees to pay Bonner a commission of twelve and a half percent (12.5%) of the gross amount of all contributions received by Media Matters during the term of this Agreement. Notwithstanding the foregoing:

1. Media Matters shall not pay Bonner any such commission on contributions made by prospects identified in writing as "Excludes" and mutually agreed upon by both parties;
2. Media Matters shall pay Bonner eight percent (8%) of contributions made by prospects identified in writing as "Renewals" and mutually agreed upon by both parties;
3. Media Matters shall pay Bonner twelve and a half percent (12.5%) of any portion of a contribution above the listed amount made by prospects identified in writing as "Upgrades" and mutually agreed upon by both parties.

The monthly retainer shall serve as a draw against the percentage commissions, so that Media Matters will not be required to pay Bonner any commissions until the total amount owed to Bonner in commissions reaches \$180,000, or the total retainer amount paid to Bonner under this Agreement.

Upon termination of this Agreement, Bonner shall be entitled to:

1. All commissions earned on donations made to Media Matters during the 36 months following the termination of this Agreement by donors who donate to Media Matters during the term of this Agreement, including prospects identified in writing as "Renewals". However, except as provided below, Bonner will earn no commission under this provision for donations by any prospect identified in writing as an "Exclude" or an "Upgrade."
2. All commissions earned on any portion of a contribution above the listed amount made during the 36 months following the termination of this Agreement by prospects identified in writing as an "Upgrade" who donate to Media Matters during the term of this Agreement.
3. All commissions earned on donations made to Media Matters during the 12 months following the termination of this Agreement by donors whom Bonner, in good faith, had solicited on behalf of Media Matters prior to the termination of this Agreement. Bonner shall provide Media Matters with a listing of such solicited prospects within fourteen (14) days of the termination of this Agreement.

Notwithstanding anything in this Agreement to the contrary, Media Matters shall have the right not to accept any contribution. Bonner shall not be entitled to any commission on any contribution that Media Matters does not accept.

Expenses

Media Matters will be billed and will be responsible for paying and/or reimbursing Bonner for reasonable expenses incurred due to the Bonner Group's activities for Media Matters. Bonner shall maintain adequate records to document these expenses and shall produce such documentation upon request by Media Matters. Expenses include, but are not limited to:

1. Travel expenses;
2. Telephone and FAX expenses;
3. Printing, postage and mail-housing expenses;
4. Office and computer costs to cover in-house printing and copying for large printing or copying jobs.

Bonner agrees not to incur expenses in excess of \$500 per month without prior approval from Media Matters.

Payment Due Dates

The retainer is due and payable on the fifth (5th) of each month. Media Matters agrees to pay expenses fees within fifteen (15) days of receiving the request for reimbursement. All commissions earned shall be paid to Bonner within thirty (30) days of the receipt of invoice for contributions received by Media Matters. Payment for all fees, expenses, and commissions must be received within thirty (30) days of the due date or Media Matters will be assessed a late fee of five percent (5%) per month of all outstanding amounts.

Records Review

Media Matters hereby agrees:

To maintain and keep accurate and complete books of account with respect to all funds collected on behalf of Media Matters. Media Matters agrees to provide Bonner with a copy of their annual audited financial statement prepared by a CPA for all the calendar years this Agreement is in force and the three years following the termination of this Agreement. Bonner agrees that it shall treat such information as confidential and that none of the information so received shall be used for any purpose other than verification of Media Matters's receipts.

To provide Bonner on the 31st of January each year for the calendar years this Agreement is in force and the three years following the termination of this Agreement a preliminary detailed schedule prepared for Media Matters by a CPA that lists the names, addresses, organizational affiliations, where available, and amounts of all contributions, written pledges, and/or pledge payments made during the preceding twelve months to Media Matters. A final detailed schedule will be provided upon completion of Media Matters's annual audit. Bonner agrees that it shall treat such information as confidential.

Bonner will provide Media Matters with complete and accurate records of contributors and all contributions made or pledged by them to Media Matters in accordance with the Agreement (other than donors whose contributions received were sent directly to Media Matters in connection with this fundraising effort). Records shall include principal name and address and, where available, telephone and facsimile numbers and e-mail addresses.

Non-Compete/Data Ownership/Confidentiality

1. Each party to this contract will have direct contact with employees of the other party during the course of this fundraising effort. In anticipation of a close working relationship between these parties, Media Matters hereby agrees not to engage, solicit, or in any other way or manner enter into a business relationship with any employee of Bonner with whom Media Matters had a working relationship for a period of 24 months from the date of termination of this Agreement and within the areas of Washington, DC, Maryland, or Virginia, and Bonner hereby agrees not to engage, solicit, or in any other way or manner enter into a business relationship with any employee of Media

Matters with whom Bonner had a working relationship for a period of 24 months from the date of termination of this Agreement and within the areas of Washington, DC, Maryland, or Virginia. Notwithstanding this provision, Chris Bolyai may be hired by either Media Matters or the Bonner Group at any time during the term of this Agreement.

2. The database of prospects, which represents the product of Bonner, is and will remain the sole property of Bonner. Notwithstanding this provision, Bonner shall provide Media Matters with information that Bonner develops in the course of its work for Media Matters concerning any prospect who makes a donation to Media Matters, but only if Bonner earns a commission on that donation. This information shall be the property of Media Matters.
3. Bonner acknowledges and agrees that all written materials that the Bonner Group prepares under this Agreement on behalf of Media Matters, including all contributions of its employees, agents, representatives and contractors to such materials, shall constitute a work made-for-hire, and that Media Matters shall be deemed the "author" of such works and materials for all purposes under the Copyright Act. This shall include, without limitation, all fundraising letters, scripts, and proposals prepared on behalf of Media Matters by Bonner under this contract.
4. Bonner agrees not to disclose any sensitive information, including without limitation proprietary and/or confidential information, about Media Matters that it may have access to and/or become acquainted with in the course of this Agreement or otherwise.
5. Media Matters agrees not to disclose any sensitive information, including without limitation proprietary and/or confidential information, about Bonner that it may have access to and/or become acquainted with in the course of this Agreement or otherwise.
6. Media Matters and Bonner seek to comply with federal election law governing coordinated communications. To that end, Bonner agrees not to use sensitive information it may receive in the course of its work for other clients in developing the content, timing, audience, or similar material aspect of any communication made on behalf of Media Matters. However, this provision shall not prevent Bonner from soliciting on behalf of Media Matters any prospect whom Bonner has identified as a result of information from previous work it has done.

Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other at the address set forth above. This Agreement may be terminated immediately by either party for cause, defined as the other party's material breach of its obligations under this Agreement (if such breach remains uncured after seven (7) days written notice), bankruptcy, gross negligence or malfeasance on behalf of the other party.

Should the total amount paid to Bonner in retainer fees be less than the amount owed in commissions by the date this Agreement is terminated, Media Matters shall pay Bonner the difference between the total amount owed in commissions and the total amount paid in retainer fees.

In the event this Agreement is terminated, Media Matters shall pay Bonner all retainers, expenses and commissions due and owing through the thirty (30) day termination immediately.

Renewal

Beginning January 1, 2010, this Agreement will automatically renew on a yearly basis unless there is an objection raised by either party. Notification of objection must be received in writing within thirty (30) days of the end of the Agreement.

Upon renewal, the total amount owed to Bonner in commissions under the renewed Agreement shall be considered \$0.

Indemnification

Bonner agrees to indemnify and hold harmless Media Matters and its employees, representatives, and agents from any and all liability, loss, damage, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of the Bonner Group's breach of any of the obligations, covenants, representations or terms contained in this Agreement or by reason of Bonner's intentional or grossly negligent conduct relating to performance of this Agreement.

Media Matters agrees to indemnify and hold harmless Bonner and its employees, representatives, and agents from any and all liability, loss, damage, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of Media Matters' breach of any of the obligations, covenants, representations or terms contained in this Agreement or by reason of Media Matters' intentional or grossly negligent conduct relating to performance of this Agreement.

State Compliance

In order to effect registration in compliance with the laws of the states listed below and for that portion of the contract where activities will be conducted in the states listed below, Bonner and Media Matters agree to the following:

1. This Agreement between Bonner and Media Matters is not solely a percentage-based agreement and the following language is provided only for purposes of complying with the contract disclosure requirements of the states set forth below. Bonner is to be paid as set forth above in this Agreement and said compensation provisions shall be controlling. As outlined in this Agreement, Media Matters exercises control and approval over the content and frequency of all solicitations. Funds raised shall support Media Matters' dedication to comprehensively monitoring, analyzing and correcting conservative misinformation in the U.S. media

A. For purposes of providing language to comply with the laws of the various states requiring a minimum percentage disclosure, the main Agreement shall be modified to add the following section:

Media Matters shall receive a minimum of one percent (1%) of gross revenue, or the amount set forth in the main Agreement, whichever is greater. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged.

B. For purposes of the providing language to comply with the laws of the various states requiring an estimated percentage disclosure, the main Agreement shall be modified to add the following section:

This contract is not solely a percentage-based contract. However, it is estimated that Media Matters shall receive eighty-seven percent (87%) of gross revenue. This is an estimated percentage based upon the estimated number of contacts, average pledge fulfillment and experience of similar campaigns. All financial arrangements as stated in the main Agreement shall remain in effect and unchanged. For purposes of the states of Ohio and Utah, Media Matters is guaranteed a percentage of the gross revenue which is not less than ninety percent (90%) of the estimated percentage. For the purpose of the state of Wisconsin, Media Matters is guaranteed a percentage of the gross revenue which is no less than the reasonable estimate less 10 percent (10%) of the gross revenue.

C. For purposes of providing language to comply with the laws of the various states requiring a fixed or guaranteed percentage disclosure and/or a percentage which shall be received by Bonner, the main Agreement shall be modified to add the following section:

Media Matters shall receive as a result of this solicitation campaign eighty-seven percent (87%) and Bonner shall receive thirteen percent (13%) of all funds raised. The amount going to Bonner is an estimated percentage based upon previous

experience of similar campaigns conducted by Bonner. This shall not affect or alter compensation provisions as provided in the main Agreement.

D. For the purpose of the state of California only, the contract shall be modified to add the following sections:

Solicitation activity is to commence on December 1, 2009 within the State of California or ten (10) working days after receipt of the Agreement by the Attorney General. Each contribution in the control or custody of Bonner shall, within five (5) working days of receipt, be deposited in an account at a bank or other federally insured financial institution that is solely in the name of Media Matters and over which Media Matters has sole control of withdrawals.

Media Matters has the right to cancel this Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which the contract is executed. Media Matters may exercise this right by serving a written notice of cancellation on Bonner. Said notice must be provided by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Any funds collected after effective notice of cancellation shall be deemed to be held in trust for the benefit of Media Matters without deduction for costs or expenses of any nature, and Media Matters shall be entitled to recover all funds collected after the date of cancellation.

Following the foregoing initial ten (10) day cancellation period, Media Matters may terminate this Agreement by giving thirty (30) days' written notice. Said notice must be provided by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination under this subsection, Media Matters shall be liable for services provided by Bonner up to thirty (30) days after the effective service of the notice. In addition, following the initial ten (10) day cancellation period, Media Matters may terminate this Agreement at any time upon written notice, without payment or compensation of any kind to Bonner if Bonner or its agents, employees, or representatives make(s) any material misrepresentations in the course of solicitations or with respect to Media Matters; are found by Media Matters to have been convicted of a crime arising from the conduct of a solicitation for a charitable organization or purpose punishable as a misdemeanor or a felony; or otherwise conduct fundraising activities in a manner that causes or could cause public disparagement of Media Matters' good name or good will.

E. For the purposes of the states of Alaska, Illinois, Massachusetts and Oregon only, the contract shall be modified to add the following section:

Bonner shall be authorized by Media Matters to conduct solicitations on a nationwide basis during the term of this agreement. Bonner projects \$7,000,000 of gross revenue to be raised from this campaign. Bonner estimates expenses related to the campaign to be \$850,000. The estimated figures are based upon experience of similar campaigns conducted by Bonner. This shall not affect any of the other terms including compensation as set out in the main Agreement. The books and records of fundraising activities shall be kept at the address of Bonner as provided in the main Agreement.

F. For the purpose of the State of Arkansas only, the following shall apply:

The names and addresses of all persons making contributions to Media Matters and the amounts thereof shall be delivered to Media Matters at the request of Media Matters and at any reasonable time.

G. For the purpose of the State of Indiana only, the following shall apply:

The average percentage of gross contributions received by sponsoring organizations as a result of campaigns conducted by Bonner in the three (3) years preceding this agreement is eighty-seven percent (87%). At least every ninety (90) days, Bonner shall provide Media Matters with access to and use of information concerning contributors, including the name, address and telephone number of each contributor and the date and amount of each contribution.

H. For the purpose of the State of Mississippi, the following shall apply:

Solicitation activity is to commence on December 1, 2009 within the State of Mississippi or ten (10) working days after the contract is received by the Office of the Secretary of State.

All oral and written presentations to be used by Bonner (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by Media Matters.

Solicitation activity and the contract will terminate on December 31, 2009 within the State of Mississippi.

I. For the purposes of the States of Oregon and New Hampshire, the following shall apply:

The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of Media Matters with no rights to transfer, sell, rent, or otherwise cause same to be used except by Media Matters.

J. For purposes of the state of New York only, the contract shall be modified to add the following section:

Contract will commence on December 1, 2009 within the state of New York.

Contract will terminate on December 31, 2009 within the state of New York.

Media Matters' right to cancel this contract. It is understood by both parties that the charitable organization has the right under New York State law to cancel this contract and that the charitable organization does not have to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the parties. Therefore, Media Matters may cancel this contract without cost, penalty or liability if the charitable organization notifies Bonner in writing as provided below.

Period under which contract may be canceled. If Bonner is registered with the New York State Office of the Attorney General Charities Bureau, Media Matters may cancel this contract at any time up to and including the fifteenth day after this contract was filed by Bonner with the New York State Office of the Attorney General, Charities Bureau. If, however, Bonner is not registered with the New York State Office of the Attorney General, Charities Bureau at the time this contract is signed, Media Matters may cancel at any time after it is signed.

Procedure for canceling this contract Media Matters may cancel this contract by giving Bonner written notice of cancellation. This notice can be in the form of a letter indicating that Media Matters does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to Bonner. If mailed, it must be sent to the following address:

Ms. Mary Pat Bonner
The Bonner Group, Inc.
729 15th Street, NW
Suite 300
Washington, DC 20005

Media Matters must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau
Office of the Attorney General
The Capitol
Albany, NY 12224

When Cancellation is effective If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to Bonner. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailbox.

K. For the purpose of the State of Pennsylvania, the following shall apply:

Guarantee to Media Matters. Media Matters shall receive as a result of this solicitation campaign, a minimum guarantee of one percent (1%) of gross revenue. This shall not affect or alter compensation provisions as listed in the main Agreement.

Percentage to Professional Solicitor. Media Matters agrees that Bonner shall be compensated pursuant to the terms of the Agreement which is estimated to be 87% of gross revenue. This estimated percentage is based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect or alter compensation provisions as listed in the main Agreement.

Solicitation activity is to commence on December 1, 2009 within the Commonwealth of Pennsylvania or ten (10) working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Solicitations.

Solicitation activity and the contract will terminate on December 31, 2009 within the Commonwealth of Pennsylvania.

L. For the purposes of the State of Tennessee the following shall apply:

Bonner shall not receive donations on behalf of Media Matters, does not have access to the funds raised, and does not make deposits to and does not have signature authority with, or any other authority over, Media Matters' bank accounts.

M. For the purposes of the State of Vermont the following shall apply:

Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within sixty (60) days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of the gross receipts; and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this contract or to recover

damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information.

Bonner shall not restrict in any way the use by Media Matters of the list of donors to the campaign.

Entire Agreement

This Agreement, including any Addendum herein referenced, shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Please signify your agreement by signing below.

Sincerely,

Mary Pat Bonner, President

Mary Pat Bonner, President
The Bonner Group, Inc.



Nickie Johnson, Senior Vice President
The Bonner Group, Inc.

Accepted,



David Brock, CEO
Media Matters for America



Eric Burns, President
Media Matters for America