

# EXHIBIT C

NATIONAL RIFLE ASSOCIATION OF AMERICA  
**OFFICE OF THE TREASURER**  
11250 WAPLES MILL ROAD  
FAIRFAX, VIRGINIA 22030



June 7, 2016

Joshua L. Powell  
203 W Front Street  
Buchanan, MI 49107

Dear Josh

It is a pleasure to confirm our verbal offer of employment inviting you to join the National Rifle Association in the position of Chief of Staff. Your starting salary for this position is approximately \$9,615 on a bi-weekly basis (\$250,000 if annualized). This is an exempt position which is ineligible for overtime earnings. Your start date is June 7, 2016. Other particulars regarding our offer include:

- Incentive compensation as determined and agreed to by Executive Vice President and CEO, Wayne LaPierre
- NRA employee benefits, as per the attached document, upon eligibility
- Annual (vacation) leave of five (5) weeks per year
- OPTIONAL INCLUSIONS
- Automobile allowance to be determined

This offer is contingent upon the receipt of satisfactory references and completion of appropriate forms, including our Statement of Corporate Ethics, NRA Employee Confidentiality Agreement and more. The NRA believes that "at-will" employment serves the best interest of the employee and the NRA. Accordingly, the NRA practices "at-will" employment in which either the employee or the NRA may terminate the employment relationship at anytime and for any reason. In the event of any dispute, the venue would be in Virginia and Virginia law would apply.

Enclosed are instructions for completing all paperwork required to process your employment; please complete and sign the forms not later than your start date. A new employee orientation will be conducted on your first day of employment to discuss employee benefits and personnel policies. You will be required to show proof of your legal right to work in the United States. Examples of acceptable identification are listed on the back of the U.S. Department of Justice Employment Eligibility Verification Form I-9. This identification will be required on your first day of employment.

Please sign both copies of this letter confirming your acceptance. Keep one copy for your files and return the other to my attention. We look forward to your becoming a member of the NRA staff and believe you will make a very positive contribution.

Sincerely,



Wilson H. Phillips, Jr.  
NRA Treasurer

\_\_\_\_\_  
Signature  
Joshua L. Powell

\_\_\_\_\_  
Date

### **EXECUTIVE EMPLOYMENT AGREEMENT**

This Executive Employment Agreement is entered into as of the date of the last signature affixed hereto, by and between, the National Rifle Association, Inc. a New York corporation ("NRA" or "the Company"), and Joshua L. Powell ("Employee").

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, NRA and Employee hereby agree as follows:

1. **Position of Employment.** The Company will employ the Employee in the position of Chief of Staff to the Executive Vice President of the NRA and, in that position, Employee will report to Wayne LaPierre, executive Vice President of the NRA. Employee will have no authority to bind the Company to any legal obligations or contracts other than as specifically directed in writing by Wayne LaPierre.

2. **Term of Employment.** Employee's employment with NRA shall begin on June 7, 2016, and shall continue for a period of five (5) years unless sooner terminated as permitted herein. Should NRA terminate the employment agreement without cause, during this initial five year period, they will pay Employee the balance of the five year term, as if he had remained employed, as severance inclusive of any benefits which would have occurred through the severance period. After the initial five year term expires, and conditioned upon there having been five years of continuous employment, employment thereafter will be on an "at will" basis.

Employee's duration of employment may be further modified if:

a. Employee's employment is terminated by either party in accordance with the terms of this Employment Agreement; or

b. Such term of employment is extended or shortened by a subsequent agreement duly executed by each of the parties to this Employment Agreement, in which case such employment shall be subject to the terms and conditions contained in the subsequent written agreement.

3. **Compensation and Benefits.**

3.1 Base Salary. Employee shall be compensated at the rate of five hundred thousand dollars (\$500,000.00) per annum. This compensation of five hundred thousand

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dollars (\$500,000.00) shall be comprised of annual salary and additional compensation as further identified by this agreement herein.

All compensation and or payments shall be subject to applicable federal, state, and local withholding. Base Salary shall be paid to Employee in the same manner and on the same payroll schedule in which all NRA employees receive payment. Any increases in Employee's Base Salary after the second year of Employee's employment shall be in the sole discretion of Wayne LaPierre, and nothing herein shall be deemed to require any such increase.

The parties acknowledge that the gross annual salary is not inclusive of an automobile allowance which will be paid in accordance with NRA's existing practice for officer automobiles.

The parties further acknowledge that the gross annual salary is not inclusive of a housing allowance to be agreed upon annually by the parties. This allowance shall constitute any and all monies which would have been otherwise due Employee and encompasses housing expenses such as lease payments, meals, maintenance, taxes and depreciation.

The parties acknowledge that the housing and automobile allowance may be paid directly to a third party recipient by the NRA.

The parties further acknowledge and agree that Employee may be entitled to annual bonus compensation as determined by the Executive Vice president of the NRA.

**3.2 Incentive and Deferred Compensation.** Employee shall be eligible to participate in any incentive and deferred compensation programs available to other executives or officers of NRA, such participation to be in the same form, under the same terms, and to the same extent that such programs are made available to other such executives or officers.

**3.3 Employee Benefits.** To the degree he is eligible as determined by third party providers, Employee shall be eligible to participate in all employee benefit plans, policies, programs, or perquisites in which other NRA officers participate. The terms and conditions of Employee's participation in NRA's employee benefit plans, policies, programs, or perquisites shall be governed by the terms of each such plan, policy, or program.

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a. During the term Employee is employed by NRA, NRA will provide, at NRA's expense, health insurance NRA for Employee. Employee shall be responsible for the health insurance deductible.

b. During the term Employee is employed by NRA, NRA will provide, at NRA's expense, disability insurance for Employee.

c. During the term Employee is employed by NRA, NRA will purchase and maintain term life insurance for Employee, payable to the beneficiary or beneficiaries of Employee.

d. During the term Employee is employed by NRA, NRA will provide annual sick leave/vacation comprised of five (5) weeks per year.

4. **Duties and Performance.** The Employee acknowledges and agrees that he is being offered a position of employment by the NRA with the understanding that the Employee possesses a significant skill set and abilities, and experiences which will benefit the Company, and he agrees that his continued employment with the Company, whether during the term of this Employment Agreement or thereafter, is contingent upon his successful performance of his duties in his position as noted above, or in such other position to which he may be assigned.

4.1 **General Duties.**- Employee's general duties shall be determined by the Executive Vice President of the NRA governed by NRA policies and guidelines.

5. **Termination of Employment.** Employee's employment with the Company may be terminated, prior to the expiration of the term of this Employment Agreement, in accordance with any of the following provisions:

5.3 **Termination by the Company For Cause.** The Company may, at any time and without notice, terminate the Employee for "cause". Termination by the Company of the Employee for "cause" shall include but not be limited to termination based on any of the following grounds: (a) failure to perform the duties of the Employee's position in a satisfactory manner; (b) fraud, misappropriation, embezzlement or acts of similar dishonesty; (c) conviction of a felony involving moral turpitude; (d) illegal use of drugs or excessive use of alcohol in the workplace; (e) intentional and willful misconduct that may subject the Company to criminal or civil liability; (f) breach of the Employee's duty of loyalty, including the diversion or usurpation of corporate opportunities properly belonging to the Company; (g) willful disregard of Company policies and procedures; and (h) insubordination or deliberate refusal to follow the instructions of the Vice President of the NRA.

5.4 **Termination By Death or Disability.** The Employee's employment and rights to compensation under this Employment Agreement shall terminate if the Employee is unable to perform the duties of his position due to death or disability, and the Employee's heirs,

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beneficiaries, successors, or assigns shall not be entitled to any of the compensation or benefits to which Employee is entitled under this Agreement, except: (a) to the extent specifically provided in this Employment Agreement (b) to the extent required by law; or (c) to the extent that such benefit plans or policies under which Employee is covered provide a benefit to the Employee's heirs, beneficiaries, successors, or assigns.

8. **Expenses.** The Company shall pay or reimburse Employee for any expenses reasonably incurred by him in furtherance of his duties hereunder, including expenses for entertainment, travel, meals and hotel accommodations, upon submission by him of vouchers or receipts maintained and provided to the Company and approved by the Executive Vice President in compliance with such rules and policies relating thereto as the Company may from time to time adopt.

9. **General Provisions.**

9.1 **Notices.** All notices and other communications required or permitted by this Agreement to be delivered by NRA or Employee to the other party shall be delivered in writing to the address shown below, either personally, by facsimile transmission or by registered, certified or express mail, return receipt requested, postage prepaid, to the address for such party specified below or to such other address as the party may from time to time advise the other party, and shall be deemed given and received as of actual personal delivery, on the first business day after the date of delivery shown on any such facsimile transmission or upon the date or actual receipt shown on any return receipt if registered, certified or express mail is used, as the case may be.

To NRA:

11250 Waples Mill Road  
Office of Vice President  
Fairfax, VA 22030  
Attention: Wayne LaPierre

with a copy to:

Mark R. Dycio, Esquire  
Dycio & Biggs  
10533 Main Street  
Fairfax, VA 22030

To Employee: Joshua L. Powell

11552 Marquette Dr.  
New Buffalo, MI 49117

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9.2 **Amendments and Termination; Entire Agreement.** This Agreement may not be amended or terminated except by a writing executed by all of the parties hereto. This Agreement constitutes the entire agreement of NRA and Employee relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating to such subject matter.

9.3 **Successors and Assigns.** The rights and obligations of the parties hereunder are not assignable to another person without prior written consent; provided, however, that NRA may assign its rights and obligations hereunder to a wholly-owned subsidiary without obtaining Employee's consent.

9.4 **Severability; Provisions Subject to Applicable Law.** All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement or any application thereof shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.

9.5 **Waiver of Rights.** No waiver by NRA or Employee of a right or remedy hereunder shall be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind.

9.6 **Definitions; Headings; and Number.** A term defined in any part of this Employment Agreement shall have the defined meaning wherever such term is used herein. The headings contained in this Agreement are for reference purposes only and shall not affect in any manner the meaning or interpretation of this Employment Agreement. Where appropriate to the context of this Agreement, use of the singular shall be deemed also to refer to the plural, and use of the plural to the singular.

9.7 **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original but both of which taken together shall constitute but one and the same instrument.

9.8 **Governing Laws and Forum.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia. The parties hereto further agree that any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Virginia.

- Signature Page Follows -



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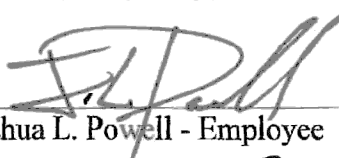
IN WITNESS WHEREOF, National Rifle Association, Inc. and Joshua L. Powell, the  
Employee have executed and delivered this Agreement as of the 17<sup>th</sup> day of November, 2016.

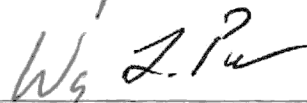
NRA Inc.

By: 

Name: Wilson H. Phillips Jr

Title: Treasurer & CFO

  
Joshua L. Powell - Employee

  
Wayne LaPierre/NRA



NATIONAL RIFLE ASSOCIATION OF AMERICA  
11250 WAPLES MILL ROAD  
FAIRFAX, VIRGINIA 22030



**NRA**

## **Agreement**

### **Regarding Termination of Employment, Release, Confidentiality and Non-Disparagement**

To Josh Powell from Wayne Lapierre:

The National Rifle Association ("NRA" or "Association") has determined that it is in the best interests of the Association to enter into an agreement with you concerning what would happen in the event that your employment is terminated for any reason. The term of this agreement shall commence upon the date of signing this agreement and shall continue until December 31, 2021.

We know that you will continue to contribute significantly to the NRA over the years to come as you have in the past. The NRA recognizes your essential role in the leadership and continual growth of this organization and takes this action to assure that your talents will remain available to the NRA and focused on our mission.

#### **Termination of Employment shall be defined as follows:**

a. **Termination of Employee (Voluntary).** The Employee may terminate this Agreement and Employee's employment at any time during the term of this Agreement upon one (1) month's written notice to the EVP. During the notice period, Employee must fulfill all duties and responsibilities set forth in the Agreement and use best efforts to train and support Employee's successor, if any. The EVP shall have sole discretion to determine whether the effective date of the Employee's termination shall be earlier than the date set forth in the notice. Upon a voluntary termination by Employee, Employee shall receive any wages and benefits (including accumulated leave authorized in the employee manual) that are unpaid as of the date of termination, but shall also be entitled to payment of the base salary in effect for a period of 12 months following the voluntary termination date.

**b. Termination by the NRA Without Cause or For Good Reason.** NRA may terminate this Agreement and Employee's employment at any time during the term of this Agreement by giving ten (20) days' notice in writing to the Employee. During the notice period, Employee must fulfill all of Employee's duties and responsibilities set forth in the Agreement and use of Employee's best efforts to train and support Employee's replacement, if any. Failure of Employee to comply with this requirement may result in Termination for Cause described below, but otherwise Employee's salary and benefit will remain unchanged during the notification period. Upon a termination by the NRA without cause or for good reason, Employee shall receive as severance compensation salary continuation payments at the Base Salary in effect on the termination date the lesser of (A) 48 months, and (B) the remaining term of this Agreement, plus the base salary for 24 months.

"Good reason" means (a) breach of any of the material terms of this Agreement by the NRA, (b) a forced relocation of the Employee's principal place of business more than thirty miles from the NRA's current Washington, D.C. offices, or (c) a material change in Employee's title, duties or reporting lines or a failure to promote Employee.

**c. Termination by the NRA for Cause.** The NRA may, at any time and without notice, terminate the Employee for "cause." For purposes of this Agreement, "cause" shall mean, in the EVP's discretion, any one of the following: (1) material failure to perform the material duties of Employee's position, provided that the EVP has provided Employee with written notice thereof and a reasonable period of not less than 30 days to cure (2) fraud, misappropriation, embezzlement or acts of similar dishonesty; (3) conviction of a felony invoking moral turpitude; (4) illegal use of drugs or excessive use of alcohol in the workplace; (5) intentional and willful misconduct that may subject the Organization to criminal or civil liability; (6) breach of the Employee's duty of loyalty, including diversion or usurpation of corporate opportunities properly belonging to the Organization; or (7) breach of any of the material terms of this Agreement. Upon a termination for cause, Employee shall receive the limited accrued benefits as defined in the employee manual.

**d. Termination by Death or Disability.** Employee's employment and rights to compensation under this Agreement shall terminate if Employee is unable to perform the duties of Employee's position due to death or disability lasting more than 90 days, and Employee's heirs beneficiaries, successors, or assigns shall be entitled to the greater of any of the compensations or benefits to which Employee

is entitled under this Agreement or a lump sum payment equal to 24 months Base Salary.

e. **Notices.** All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (A) on the date of delivery when delivered by hand on a business day during normal business hours or, if delivered on a day that is not a business day or after normal business hours, then on the next business day, (b) on the date of transmission when sent by facsimile, email or electronic transmission during normal business hours on a business day with confirmation of receipt or, if transmitted on a day that is not a business day after normal business hours, then on the next business day, (c) on the second business day after the date of dispatch when sent by a reputable courier services that maintains records of receipt or (4) five business days after the date of dispatch when sent by first class or airmail letter. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

If to the NRA:  
NRA

If to Employee:

At his address on file in NRA's records

Any party may, by written notice delivered to the other party, change its address for notice purposes under this Agreement.

**Covenant Not to Sue and Release.**

In consideration of the promises and covenants set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, "employee", for himself and on behalf of his heirs, representatives, administrators, executors, successors and assigns, hereby irrevocably and unconditionally releases, acquits, and forever discharges NRA, the NRA Foundation, the NRA Employee Cafeteria Plan, and all NRA-affiliated

entities, and their present and former affiliates, predecessors, successors and assigns, together with all present and former agents, members, principals, partners, associates, directors, officers, trustees, employees, owners, representatives and attorneys of all such entities or persons and all persons acting by, through, under or in concert with any of them, (hereinafter collectively referred to as the “Released Parties”), from any and all complaints, claims, lawsuits, liabilities, obligations, or actions, of any nature whatsoever, known or unknown (hereinafter “claim” or “claims”), which “employee” now has, has had, or may hereafter claim to have had against each or any of the Released Parties for losses, expenses, or damages of any kind (whether arising in tort, contract, by statute, or otherwise) resulting from or arising out of any matter, act, omission, cause or event whatever that has previously occurred. “employee” understands that by signing this Agreement and accepting the consideration described herein, he is waiving any right to pursue any claim against any of the Released Parties in any state or federal court for back pay, severance pay, liquidated damages, compensatory damages, punitive damages, or any other losses or other damages to “employee” or his property resulting from any claimed violation of state or federal law, including, but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Civil Rights Act of 1991, the Americans With Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act of 1967, as amended, and claims under any other federal, state and local laws. This Agreement does not, however, waive rights or claims that may arise after the date “employee” signs it below or which may not be waived as a matter of statutory law.

“employee” acknowledges that this release applies both to known and unknown claims that may exist between “employee” and the Released Parties. “employee” expressly waives and relinquishes all rights and benefits which he may have under any state or federal statute or common law principle that would otherwise limit the effect of this Agreement to claims known or suspected prior to the date “employee” executes this Agreement, and does so understanding and acknowledging the significance and consequences of such specific waiver. Thus, for the purpose of implementing a full and complete release and discharge of the Released Parties, “employee” expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims which “employee” does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims, exclusive of a claim for breach of this Agreement.

“employee” agrees to execute at the NRA's request, such additional waivers, releases, indemnities or other instruments as NRA shall deem necessary to effectuate the provisions of this Section.

“employee” agrees that, except to the extent such right may not be waived by law, he will not commence any legal action or lawsuit or otherwise assert any legal claim seeking relief for any claim released or waived. This “covenant not to sue” does not, however, prevent or prohibit “employee” from filing, or participating in, an administrative complaint or charge against the Released Parties, but “employee” understands by signing this Agreement, he will have no right to recover monetary damages or obtain individual relief of any kind in such proceeding. Likewise, although “employee” agrees he may not seek or receive any further personal recovery for any matter related to an existing claim against a Released Party, nothing in any portion of this Agreement prevents “employee” or a Released Party from testifying truthfully if compelled by legal process to testify as a witness in any legal proceeding.

The activities allowed by this section control over any other text in this Agreement that could be construed to conflict with this section.

This Agreement does not waive any rights that may arise subsequent to the date the Agreement is effective.

This Agreement is intended to comply with the Older Workers Benefit Protection Act. “employee” agrees that he is specifically waiving rights and claims under the Age Discrimination in Employment Act and that such waiver is knowing and voluntary.

Regardless of anything in this Agreement, the law may result in the survival of certain claims in regard to unemployment compensation benefits, workers compensation benefits, claims under Fair Labor Standards Act, health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act, or claims with regard to vested benefits under a retirement plan governed by the Employment Retirement Income Security Act. To the extent that any portion of this Agreement is ruled to be ineffective against any claims, those portions of the Agreement shall be construed to not apply to such claims, but shall still apply to all other claims.

**No Lawsuits.**

“employee” agrees that he has not and will not institute any lawsuits either individually or as class representative or member against any Released Party as to any matter based upon, arising from or relating to “employee’s” employment relationship with NRA or the end of that relationship, excepting only any claims which may arise out of this Agreement or which may arise after the Agreement. “employee” knowingly and intentionally waives any rights to any personal recovery that might be sought on his behalf by any other person, entity, local, state or federal government or agency thereof, including specifically and without limitation, the Equal Employment Opportunity Commission.

**No Admission of Liability.**

Nothing herein shall be construed as an admission of any liability or violation of federal, state or local statute or regulation, the commission of any tort or other civil wrong, or of any duty owed by NRA, as NRA has denied any and all liability.

**No Disparagement.**

“employee” agrees not to disparage or make any disparaging remark or send to any person any disparaging communication concerning the Released Parties. “employee” will enforce the same no disparagement requirement upon all family members.

**Confidentiality of Agreement.**

“employee” has not and shall not at any time or in any manner, either directly or indirectly, disclose, divulge, communicate or otherwise reveal or allow to be revealed to any third party the terms, substance or content of this Agreement or the terms, substance or content of any communications, whether written or oral, concerning the negotiation, execution or implementation of this Agreement; provided, however, that “employee” may reveal the content of this Agreement to an attorney or spouse. To the extent “employee” reveals information concerning the terms, substance, or content of this Agreement or its negotiations, execution or implementation to an attorney or spouse, he agrees to inform them simultaneously of the confidentiality requirements contained herein.

**Confidentiality of NRA Matters.**

“employee” agrees that information about Released Parties, including but not limited to information concerning NRA’s employees, officers, directors, attorneys, volunteers, and their successors and predecessors, as well as members, former members, prospective members, donors, former donors, prospective donors and similarly situated people or entities, shall be treated as Confidential Information. “employee” agrees that protection of the Confidential Information is of the utmost

importance. Also included as Confidential Information is any information about a Released Party that NRA has not itself made available to the public by an authorized official release through an official NRA channel of communication. “employee” shall not write about, talk about, or in any other manner disclose directly or indirectly, to any third party, any Confidential Information, whether supplied to “employee” by the NRA, or otherwise made known to “employee” without the prior express written permission of the NRA.

**“Employee’s” Work Experience.**

“employee” agrees that his experience in working in the field of general legislative strategy for NRA has given him an above average understanding of NRA’s heightened sensitivity to disclosure of information that is confidential or disparaging, and that revealing such information is likely to cause NRA greater harm than would be suffered by other associations.

“employee” understands that the terms regarding Confidentiality and Non-Disparagement are among the important terms of this Agreement. Violation by “employee” of terms related to Confidentiality or Non-Disparagement shall require “employee” to return all payments made as an inducement for “employee” entering this agreement.

**Confidentiality of Termination of Employment.**

Except with the NRA’s express prior written consent or as required by law, “employee” shall keep any information relating to discussion leading up to this agreement, the terms of this agreement, and the existence of this agreement strictly confidential and shall not disclose this information to any person. If required by law to produce a copy of this agreement or to make such disclosure, “employee” shall give the NRA prompt notice prior to such production or disclosure.

NRA agrees to keep any information relating to this agreement strictly confidential. The NRA shall only state that “employee” terminated employment voluntarily.

**Third Party Use of Information**

“employee” shall use his best efforts to prevent any third party for using any knowledge obtained from “employee” in a manner that disparages NRA or discloses confidential information.

**Review and Revocation Periods.**

“employee” agrees that he received a copy of this Agreement.



“employee” has twenty-one (21) days to review and consider whether to accept this Agreement.

At any time within seven (7) days of signature, “employee” may revoke this Agreement by providing written notice to NRA.

No attempted revocation after the expiration of the seven (7) day period shall have any effect on the terms of this Agreement.

**Assignment/Benefit.**

“employee” may not assign this Agreement or his rights hereunder to any third party. Subject to the prior sentence, this Agreement is binding upon, and shall inure to the benefit of “employee” and the Released Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**Governing Law/Venue.**

This Agreement and any disputes arising hereunder shall be governed by and construed under the laws of the Commonwealth of Virginia, and/or, if applicable, federal law and treaties. The parties hereto agree that all legal proceedings relating to this Agreement shall be maintained exclusively in courts sitting within Virginia. The parties hereby consent to and subject themselves to the personal jurisdiction of such courts and agree that jurisdiction and venue for any proceedings relating to this Agreement shall lie exclusively with such courts. Nothing herein shall be construed as a waiver of an appeal.

**Entire Agreement.**

“employee” and NRA agree that this Agreement shall not be subject to any claims of mistake of fact, that it expresses a full and complete settlement, regardless of the adequacy or inadequacy of the payment amount, that it is intended to avoid further dispute and litigation, that it is to be final and complete, and that it may be specifically enforced in court without further instruments or testimony. This Agreement supersedes any and all prior agreements, understandings or promises between “employee” and NRA, whether written or oral, with the exception of any and all post-employment restrictive covenants that survive the termination of “employee’s” employment and any trade secret, confidentiality and non-competition agreements or covenants which “employee” may be subject to, which covenants shall remain in full force and effect and are hereby confirmed and

If any term or provision of this Agreement, other than those concerning release, waiver, confidentiality or non-disparagement, is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the remainder of this Agreement. Any application of this section shall be done in a manner that best preserves the original intent of the parties.

**Voluntary Execution.**

“employee” and NRA, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of this Agreement and after having had ample time to review and study this Agreement.

**Consultation with Counsel.**

“employee” acknowledges that before execution of this Agreement, he has been advised to consult with his own legal counsel. “employee” acknowledges that he has received a reasonable period of time to consult with counsel and consider this Agreement.

**Fees and Costs.**

Unless otherwise expressly agreed to herein, each party shall bear its own attorneys’ fees and costs associated with the Agreement. However, if “employee” violates this Agreement by filing or bringing any charges, claims or actions contrary to this Agreement, except for filing a charge of complaint with the Equal Employment Opportunity Commission, in addition to any other remedies that may be available to NRA, including, but not limited to, remedies for breach of contract, “employee” will pay all costs and expenses of NRA in defending against such charges, claims or actions brought by “employee” or on “employee's” behalf, including reasonable attorneys’ fees.

**Counterparts.**

This Agreement may be executed in counterparts in order to provide each party with a fully-executed original.

**Modification.**

This Agreement may be modified only by a written document signed by the parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

**Other Acknowledgements.**

By signing this Agreement "employee" acknowledges: he has read and understands the terms of this Agreement and its effect; he has been advised and has had the opportunity to consult with an attorney before signing this Agreement; he has signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which he acknowledges as adequate and more than he is otherwise entitled; that he has no physical or mental impairment of any kind that has interfered with his ability to read and understand the meaning of this Agreement and its terms; and that he has relied only on the promises written in this Agreement and not any other promise.

BY SIGNING THIS MUTUAL RELEASE AND WAIVER OF CLAIMS AND RIGHTS, THE PARTIES AFFIRM THAT THEY HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND THAT BY SIGNING THEY WAIVE CERTAIN LEGAL RIGHTS, AND AGREE THAT THIS AGREEMENT IS LEGALLY BINDING UPON THEM.

Peter Brull:

Signed and executed this 6 day of May, 2018

Peter Brull

(Signature)

Witness:

Wendell H. Powell

(Signature)

Josh Powell May 6<sup>th</sup>

2018

Wendell H. Powell, Esq. - 4602 GILBERT AVE. DALLAS, TX 75219

(Print Name and Address)

Commonwealth of Virginia  
City/County of Sanford

Sworn to and subscribed before me on the 6<sup>th</sup> day of May, 2018

Lisa L. Supernaugh  
Notary Public's Signature

NATIONAL RIFLE ASSOCIATION OF AMERICA:

Signed and executed this 6<sup>th</sup> day of May, 2018

National Rifle Association of America:

Commonwealth of Virginia  
City/County of StaffordSworn to and subscribed before me on  
the 6<sup>th</sup> day of May, 2018[Signature]  
Notary Public's Signature

By:

Carolyn D. Meadows (Signature)Carolyn D. Meadows (Print Name)NRA 2nd Vice President (Print Title)**Disclaimer**

This message, and any attachments to it, are from Williams & Jensen, PLLC and are intended only for the addressee. Information contained herein is confidential, privileged and exempt from disclosure pursuant to applicable federal or state law. If the reader of this message is not the intended recipient, you are notified that any use, dissemination, distribution, copying or communication of this message is strictly prohibited. If you have received this message in error, please notify the sender immediately by return email and delete the message and any attachments. Thank you