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August 22, 2018

BY EMAIL AND U.S. MAIL

William A. Brewer, III
Brewer, Attorneys & Counselors
1717 Main Street
Suite #5900
Dallas, TX 75201

Dear Mr. Brewer:

McDermott Will & Emery has been engaged to represent Ackerman McQueen, and to assist the Dorsey law firm with regard to any and all NRA requirements with respect to two NRA litigation matters - the first in the Federal court in New York and second, in the Eastern District of Virginia, as well as any changes in the NRA-Ackerman contract and procedures. As NRA chooses to adopt any new system of required documentation requested from Ackerman, Ackerman will comply with NRA's commercially reasonable requirements.

The past multi-decade business relationship between the NRA and Ackerman has been extraordinarily useful to the NRA in crisis communications and many related public relations management issues. At its most senior levels, NRA leadership has had detailed understanding of not only the budgeting process, but also the management of a very complex set of deliverables that include fundraising strategy, crisis communication, media company development and management, public relations management, event transformation, coordination and design, as well as many projects that specifically address the NRA's continued need to transform itself from a gun rights organization to a freedom organization among countless other projects. The history of this relationship should be respected for its complexity and unparalleled success that can only be determined by the strength of the NRA brand today as opposed to where it was decades ago. The positive and cooperative multi-decade impact that Ackerman McQueen has had on every communication objective the NRA has pursued is substantial.

The NRA-Ackerman relationship is premised on NRA's contractual rights to evaluate its own needs in budgeting and directing Ackerman's activities, and NRA auditing detailed expenditures Ackerman is directed to undertake for the NRA. The NRA-Ackerman budgeting process gives the NRA greater control than any retrospective review after the funds are expended on third party vendors and Ackerman activity.

It is my understanding that in the two litigation matters where you are acting for NRA, Ackerman has provided your firm (and NRA) every document you have represented is needed

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for the litigations now underway. In fact, Ackerman chose to provide documents that might prove helpful that went beyond the scope of the requests. The backup materials you have demanded regarding invoices relating to the CarryGuard program have been provided to Mr. Powell and other NRA personnel. There were also numerous contemporaneous phone conversations and meetings that clearly outlined the work that would be done, the progress that was being made, and the NRA client approvals that were received. Requesting the creation of new documents that did not previously exist such as creating invoices in the form of hours worked on the project and scope changes that were repeatedly made by the NRA client is not possible.

Ackerman believes the manner in which the NRA-Ackerman agreement has been managed for decades is totally consistent with Federal IRS law, regulations and practice. The contract procedures do not impinge or violate any IRS or State Department of Revenue (DOR) requirements it is aware of, and nothing has been specifically brought to its attention. Ackerman sees no basis for concern that the past or amended directions for managing the NRA-Ackerman contract will adversely impact NRA's venerable New York state non-profit charter. The NRA fully knows that Ackerman maintains complete files of all expenses incurred with third parties on behalf of the NRA consistent with IRS guidelines and regulations. This documentation is routinely utilized in audits by senior NRA officials and authorized staff.

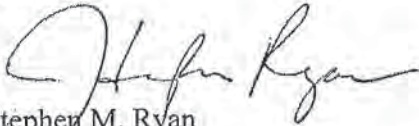
In the near future, NRA-Ackerman documentation may be subject to new congressional, state attorney general or third party plaintiff lawyer litigation subpoenas. Therefore, NRA may wish to proceed with caution in creating paper trails the New York State DOR, or other state DORs may pour over and publish for political purposes. Come November, the political climate could be very different than today if the U.S. House of Representatives, or less likely, the Senate changes hands. Creating excessive contractual documentation transmitted to NRA on a regular basis may not serve NRA's management needs, as the aforementioned third parties will be all too happy to have access to such detailed billing information. Any documentation that exceeds NRA's needs for contract management creates additional concerns for NRA legal management, and threatens NRA's other competing needs. However, the ability to comply requires precision in the description. Any direction to change the NRA-Ackerman contractual requirements for documentation at the very time NRA is engaged in litigation with a State in two courts where such exchanges of correspondence or documentation may be demanded and obtained in discovery by the State of New York in the two ongoing matters seems an unlikely course of action to buttress NRA's litigation positions. Demanding any such billing procedure changes and documentation at this time, or retrospectively, is worthy of careful consideration. But Ackerman will do its best to follow any additional NRA requirements for changes to the NRA-Ackerman contract.

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Your personal views regarding the NRA-Ackerman business relationships that you have expressed to NRA personnel as well as the Dorsey firm, which was subsequently reported to Ackerman, have been exceptionally critical. Your comments and views are not consistent with the contemporaneous communications of NRA leadership and staff to Ackerman. Since Ackerman is, and has been a represented party, you are requested to contact Ackerman through me, other members of my firm you meet, or a member of the Dorsey firm, Ms. Gina Betts, if I cannot be immediately reached. We look forward to maintaining the NRA-Ackerman relationship through this period.

Sincerely,



Stephen M. Ryan
Attorney for Ackerman McQueen

cc: Gina Betts, Esquire

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