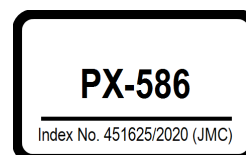


To: Tedrick, Rick[RTedrick@nrahq.org]
From: RTedrick@nrahq.org
Sent: 2018-03-05T14:50:50Z
Importance: Normal
Subject: Message from KM_C368
Received: 2018-03-05T14:47:54Z
SKM_C36818030509500.pdf



Agreement
Regarding Termination of Employment
Release, Confidentiality and Non-Disparagement

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 ("Employee") 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 Employee turns 65 (the "Termination Date").

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.

1. Parties.

In this agreement, the terms "National Rifle Association," "NRA," or "Association" shall include the National Rifle Association, The NRA Foundation, the NRA Freedom Action Foundation, the NRA Civil Rights Defense Fund, and the NRA Special Contribution Fund.

2. Termination of Employment

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 by Employee For Good Reason. NRA may terminate this Agreement and Employee's employment at any time during the term of this Agreement by giving twenty (20) days' notice in writing to the Employee. Employee may terminate this Agreement and Employee's employment at any time during the term of the Agreement for Good Reason by giving twenty (20) days' notice in writing to the NRA. During the notice period, Employee must fulfill all of Employee's duties and responsibilities set forth in the Agreement and use 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 through the Termination Date.

“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 adverse change in Employee’s title, duties or reporting lines.

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 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 involving moral turpitude; (4) illegal use of drugs or excessive use of alcohol in the workplace; (5) intentional and willful misconduct that subjects the NRA to criminal or civil liability; (6) breach of the Employee’s duty of loyalty by diversion or usurpation of corporate opportunities properly belonging to the NRA; (7) failure to operate within the chain of command established by the EVP; or (8) 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 or required by law.

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. Nothing in this section shall supersede any rights under the Family and Medical Leave Act, Americans with Disabilities Act, or comparable provisions of applicable state law.

e. Other Benefits. In the event of a termination of Employee’s employment, the Association will pay Employee’s health insurance premiums through the Termination Date.

f. Long Term Care Insurance. The Association will procure a long term care policy for Executive and pay all premiums in respect of such policy while Executive is employed or receiving continuation payments hereunder. Upon termination of Executive’s employment, the Association will assign such long term care policy to Executive which policy shall be structured so that it shall be fully paid upon payment of premiums ending in March of 2028. The parties shall mutually agree upon the terms, conditions and benefits of the long term care policy within sixty (60) days of the execution of this agreement.

3. 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 (d) 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
Attn: Wayne LaPierre, EVP
At NRA headquarters

If to Employee: Thomas Richard Tedrick, 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.

4. Release, Waiver, and Covenant Not to Sue.

Salary continuation payments to employee in the event of voluntary termination, termination without Cause or termination for Good Reason shall be contingent upon the execution of a mutually satisfactory confidentiality agreement and of a release, waiver and covenant not to sue for any claims arising from or relating to Employee's employment relationship with the NRA or the termination of that relationship, excepting only any claims which may arise out 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.

5. No Disparagement.

Employee agrees not to disparage or make any disparaging remark or send to any person any disparaging communication concerning the NRA.

6. 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.

7. 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 the NRA that the NRA has not itself made available to the public.

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.

8. 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.

9. 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.

10. Third Party Use of Information.

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

11. 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.

12. Assignment/Benefit.

Employee may not assign this Agreement or his rights hereunder to any third party other than a trust or trusts for the benefit of Employee or his heirs. 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.

13. 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.

14. 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 agreement without any reservation not clearly expressed herein, regardless of the adequacy or inadequacy of the payment amount, that it is intended to avoid 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 ratified.

15. Severability.

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.

16. 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.

17. 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.

18. Fees and Costs.

Unless otherwise expressly agreed to herein, each party shall bear its own attorneys' fees and costs associated with the Agreement. The NRA shall bear reasonable legal fees associated with the negotiation and preparation of this Agreement.

19. Counterparts.

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

20. Modification.

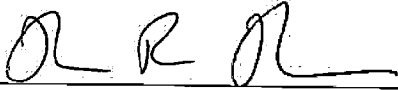
This Agreement may be modified only by a written document signed by the parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

21. 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 AGREEMENT, 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.

Thomas R. Tedric :
Signed and executed this 1 day of March, 2018.

 (Signature)

Witness:

 (Signature)


Emily Cummins 12104 Garden Grove Cir #403
(Print Name and Address) Fairfax VA 22030

NATIONAL RIFLE ASSOCIATION OF AMERICA:

Signed and executed this 1 day of March, 2018.

National Rifle Association of America:

By:

 (Signature)

Wilson H Phillips Jr (Print Name)

TREASURER (Print Title)