

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

YOU SHOULD CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT YOU GIVE UP SOME IMPORTANT LEGAL RIGHTS.

This is a final agreement between Robert Kyle Weaver (hereafter "Weaver") and the National Rifle Association (hereafter "NRA"), a not-for-profit organization with primary offices located at 11250 Waples Mill Road, Fairfax, VA 22030. This Agreement resolves all claims.

Payments Made Independent of this Agreement

Independent of this Agreement, and not contingent upon anything in this Agreement, the parties acknowledge that NRA will pay Weaver a gross sum to be calculated upon all hours he worked after receipt of his most recent prior pay check, plus payment for vacation hours he did not use, up to a maximum of 225 unused vacation hours.

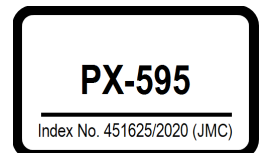
Also independent of this Agreement, and not contingent upon anything in this Agreement, Weaver will receive the normal benefits required from his status as a former employee such as any due from a pension.

Payments in Consideration of this Agreement

As a material inducement to and in consideration for Weaver entering this agreement, and subject to terms and conditions of this agreement, NRA agrees to pay Weaver a gross amount of \$150,000.00, within 30 days of the end of the revocation period for this Agreement. And further, NRA agrees to make twenty four (24) monthly payments, payable January, 2017, through December, 2018, in the amount of \$60,000 per month for consulting services. A final payment for consulting services will be made no later than January 31, 2019, in the amount of \$240,000.00. The total amount of all twenty six (26) payments equals \$1,830,000.00, collectively referred to as "Agreement Payments." Weaver acknowledges that the Agreement Payments are money to which Weaver is otherwise not entitled except by signing this Agreement.

NRA also agrees, as part of the management restructuring, to provide Weaver third-party services associated with retaining employment training and placement, such services to be provided at reasonable prevailing market rates.

The Parties each agree to bear their own costs to date incurred in connection with all matters relating to any potential claims being settled and released by Weaver, including, but not limited to, professional fees.



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, Weaver, 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 Weaver 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. Weaver 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 Weaver 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 Weaver signs it below or which may not be waived as a matter of statutory law.

Weaver acknowledges that this release applies both to known and unknown claims that may exist between Weaver and the Released Parties. Weaver 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 Weaver 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, Weaver expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims which Weaver 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.

Weaver 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.

Weaver 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 Weaver from filing, or participating in, an administrative complaint or charge against the Released Parties, but Weaver 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 Weaver 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 Weaver 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. Weaver 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.

Weaver 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 Weaver'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. Weaver 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.

Weaver represents that he has not, and agrees that he will not, disparage or make any disparaging remark or send to any person any disparaging communication concerning the Released Parties. Weaver will enforce the same no disparagement requirement upon all immediate family members, defined as his spouse and children.

NRA shall instruct current salaried NRA Officers and Human Resources Division personnel, to not disparage Weaver or provide any communication disparaging Weaver. Weaver acknowledges that NRA cannot prevent other employees from communicating about Weaver in their individual capacity and such communications would not be in violation of this Agreement, regardless of the nature of those communications or whether they are in connection with a legal proceeding.

These prohibitions do not apply to any communication in connection with a legal proceeding.

Confidentiality of Agreement.

Weaver 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 Weaver may reveal the content of this Agreement to an attorney or spouse. To the extent Weaver 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.

Weaver 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. Weaver 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.

Weaver 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 Weaver by the NRA, or otherwise made known to Weaver without the prior express written permission of the NRA.

Weaver's Work Experience.

Weaver agrees that his experience in working in the field of general operations 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.

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

Confidentiality of Termination of Employment.

Except with the NRA's express prior written consent or as required by law, Weaver 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, Weaver 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 Weaver's employment ended as a result of an organizational restructuring.

Third Party Use of Information.

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

Review and Revocation Periods.

Weaver agrees that he received a copy of this Agreement on November 5, 2016.

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

At any time within seven (7) days of signature, Weaver 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.

Weaver may not assign this Agreement or his rights hereunder to any third party. Notwithstanding the prior sentence, this Agreement is binding upon, and shall inure to the benefit of Weaver 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.

Weaver 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 Weaver and NRA, whether written or oral, with the exception of any and all post-employment restrictive covenants that survive the termination of Weaver's employment and any trade secret, confidentiality and non-competition agreements or covenants which Weaver may be subject to, which covenants shall remain in full force and effect and are hereby confirmed and ratified. Weaver and NRA agree that there is absolutely no agreement or reservation not clearly expressed herein, that the consideration paid herein is all that Weaver is ever to receive and that the execution hereof is with the full knowledge that this release covers all possible claims against any Released Party.

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.

Voluntary Execution.

Weaver 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.

Weaver acknowledges that before execution of this Agreement, he has been advised to consult with his own legal counsel. Weaver 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 Weaver 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, Weaver will pay all costs and expenses of NRA in defending against such charges, claims or actions brought by Weaver or on Weaver'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 Weaver 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.

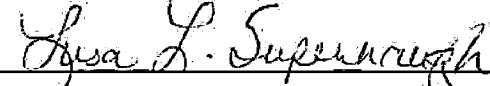
BY SIGNING THIS MUTUAL RELEASE AND WAIVER OF CLAIMS AND RIGHTS, THE PARTIES AFFIRM THAT THEY HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND THAT BY SIGNING THEY WAIVE CERTAIN LEGAL RIGHTS, AND AGREE THAT THIS AGREEMENT IS LEGALLY BINDING UPON THEM.

Signed and executed this 5 day of NOVEMBER, 2016.



ROBERT KYLE WEAVER (Signature)

Witness:



(Signature)

Lisa L. Supernough 11250 Waples Mill Rd. Fairfax VA 22030
(Print Name and Address)

NATIONAL RIFLE ASSOCIATION OF AMERICA:

Signed and executed this 8th day of NOVEMBER, 2016.

National Rifle Association of America:

By:  (Signature)

Wilson H Phillips Jr (Print Name)

TREASURER & CEO (Print Title)