

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

JAMES W. PORTER, II  
President



December 1, 2013

Wayne LaPierre  
National Rifle Association  
11250 Waples Mill Road  
Fairfax, VA 22030

Dear Wayne:

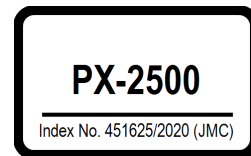
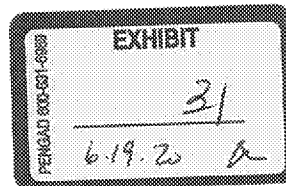
The National Rifle Association ("NRA" or Association) has determined that it is in the best interests of the Association to enter into a long term contractual relationship with you. Thus, it is with great delight that I am writing to extend to you an offer of employment with the National Rifle Association once your term as an officer has ended. It can be said that you are exactly the kind of intelligent and enthusiastic individual who will contribute significantly to the NRA over the next five years. The NRA recognizes your essential role in the leadership and continuing growth of this organization and takes this action to assure that your talents will remain available to the NRA and focused on our mission.

The terms of our offer are as follows:

- Compensation: Your annual salary will be set by the schedule below. You will be paid in equal semi-monthly installments, payable on the 15<sup>th</sup> and final day of each month. Compensation under this provision will commence upon the effective date of this agreement as defined below.
  - 2014 - \$1,000,000
  - 2015 - \$1,100,000
  - 2016 - \$1,100,000
  - 2017 - \$1,100,000
  - 2018 - \$1,100,000

The amounts set forth above are for 12 full months of service and will be prorated and paid on a semi-monthly basis for any portion of less than a full year during which your services are performed.

\_\_\_\_\_ fax



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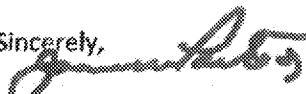
- Job Description: You will be an employee. Your responsibilities will include fundraising for and promoting the NRA generally. You may promote or solicit funds for other Second Amendment organizations with express approval of the Executive Vice President or officers of the Board. Solely during the term of this agreement, and upon your approval, the NRA may use your image and name for fund raising purposes. However, nothing in this employment agreement shall be construed to bar you from protecting your right to the exclusive use of your name or image against infringement by any party or parties, including the NRA's agents, employees and assigns. You will report to the Executive Vice President and shall attend the annual meeting and board meetings only at the request of the Executive Vice President or officers of the Board. Your job will require a full-time commitment roughly equivalent to your current activities as a corporate officer.
- Retirement Plans: As an employee, you will be eligible to participate in the NRA's executive retention plan and qualified retirement plans including the pension plan, 401k plan, and profit sharing plan.
- Health and Disability Insurance: You will be covered by the NRA's group medical, long term disability, and life insurance policies, and by other benefit programs on the same basis as regular employees of the firm.
- Vacation and Sick Leave: You will not be subject to specific limits on vacation time and sick leave.
- Start Date and Term of this Agreement: We are eager for you to join the NRA as an employee when your term as Executive Vice President ends. The term of this agreement and your performance under the terms set forth will commence immediately upon cessation of your term of office as Executive Vice President. While serving in the office of Executive Vice President, your employment relationship is set by annual Board review. The term of this agreement will end at 12:00 midnight on December 31, 2018.
- Lobbying Registration: While the parties understand that the services provided to the NRA by you do not necessarily include lobbying as that term is defined under federal law, should you provide such lobbying services at the request of the NRA, you agree to comply with the requirements of federal law including, but not limited to, registration and reporting.
- Confidentiality: You agree to maintain the same level of confidentiality concerning the NRA and information concerning the organization that currently applies to your position as an officer. The NRA agrees to maintain all information regarding LaPierre, inclusive of the terms and conditions of this agreement, confidential.

- Disputes: You and the NRA agree to make a good faith effort to mediate any disputes which arise under this agreement. Any dispute which cannot be resolved through such mediation will be resolved by arbitration utilizing the Commercial Arbitration Rules of the American Arbitration Association.
- Notices: All notices and other communications required or permitted by this Agreement to be delivered 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 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.
- Applicable Law: The law of the Commonwealth of Virginia shall apply to all disputes arising out of or related to this agreement.
- Entire Agreement; Amendments and Termination: 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 Wayne LaPierre relating to the subject matter hereof and supersedes all prior oral and written understandings and agreements relating to such subject matter.
- Successors and Assigns: The rights and obligations of the parties hereunder are not assignable to another person without prior written consent.
- 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.
- Waiver of Rights: No waiver by the NRA or Wayne LaPierre 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.

- 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.

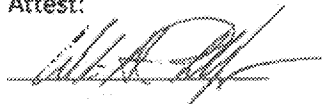
I would certainly be happy to discuss any aspect of this letter with you. If this offer meets your approval, please sign the enclosed copy of the letter. Execution of this agreement by you shall constitute a binding agreement between the NRA and yourself. The NRA Board and I look forward to a long and rewarding professional relationship with you.

Sincerely,




James Porter  
President

Attest:



Wilson Phillips, Treasurer  
National Rifle Association  
11250 Waples Mill Road  
Fairfax, Virginia 22030

Accepted:



Wayne LaPierre  
National Rifle Association  
11250 Waples Mill Road  
Fairfax, Virginia 22030