

- (2) as severance instead of any further base salary for periods after the date that termination of the Employee's employment becomes effective, an amount equal to 24 times the Employee's monthly base salary (as in effect in the month preceding the month in which the termination becomes effective or as in effect in the month preceding the Change of Control, whichever is greater); and
- (3) all legal fees and expenses that the Employee incurs as a result of termination of the Employee's employment, including without limitation all fees and expenses, if any, incurred by the Employee in seeking to obtain or enforce, by arbitration or otherwise, any right or benefit provided to the Employee under this agreement.

(b) If after a Change of Control RMA terminates the Employee without Cause or the Employee terminates for Good Reason, then all agreements between RMA and the Employee prohibiting or restricting the Employee from owning, operating, participating in, or providing employment or consulting services to, any time after termination of the Employee's employment becomes effective, any business that competes with RMA will automatically terminate as of the date termination of the Employee's employment becomes effective, but only to the extent those contracts so prohibit or restrict the Employee. The Employee acknowledges that nothing in this section 3(b)1(b) constitutes a license to use any proprietary information of RMA or affects any provisions of any such agreement regarding nondisclosure or nonuse of proprietary information of RMA, even if any such nondisclosure and nonuse has the effect of prohibiting or restricting the Employee in certain respects RMA's ability to compete.

(c) The Employee will not be required to mitigate the amount of any payment under this section 3, including without limitation by seeking other employment. The amount of any payment or benefit under this section 3 will not be reduced by any compensation earned by the Employee from employment by another employer or from any other source.

4. **Gross-Up Payment.** (a) If any payment or benefit received or to be received by the Employee in connection with a Change of Control or termination of the Employee's employment (whether payable under this agreement or any other plan or agreement with RMA, any person whose actions result in a Change of Control, or any person constituting a member of an affiliated group, as that term is defined in section 280G(d)(5) of the Internal Revenue Code of 1986, as amended (the "**Code**")) (all such payments and benefits collectively, the "**Total Payments**") would be subject to the excise tax imposed by section 4999 of the Code or any interest, penalties, or additions to tax with respect to that excise tax (collectively, the "**Excise Tax**"), then RMA shall pay the Employee an additional amount of cash (a "**Gross-Up Payment**") such that after the Employee pays all taxes (including any interest, penalties, or additions to tax imposed with respect to those taxes), including any Excise Tax, imposed on the Gross-Up Payment, the Employee would retain an amount of the Gross-Up Payment equal to the Excise Tax imposed on the Total Payments, as determined in accordance with this section 4.

(b) On the date of a Change of Control, RMA shall retain an independent accounting firm (that firm, the "**Accounting Firm**"). RMA shall cause the Accounting Firm to make all determinations required under this section 4 (including whether RMA is required to make a Gross-Up Payment and the amount of that Gross-Up Payment) and to provide detailed supporting calculations of each such determination to both RMA and the Employee no later than 15 business days after the date the Employee's employment is terminated, unless RMA requests that it does so sooner. For purposes of determining the amount of any tax in accordance with this section 4, the Employee's tax rate will be