

May 4, 2021

Sumara Thompson-King
Designated Agency Ethics Official
National Aeronautics and Space Administration
300 E Street, SW
Washington, DC 20546

Dear Ms. Thompson-King:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Deputy Administrator of the National Aeronautics and Space Administration. It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), or obligations of the United States.

I will receive a live ethics briefing from a member of the ethics office after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my

Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of federal, state and local government.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – MELROY & HOLLETT TECHNOLOGY PARTNERS

I am the sole owner of Melroy & Hollett Technology Partners. Upon confirmation, I will resign from my position as CEO, and transfer ownership of this business to my spouse. The business will change its name to “MH Technology Partners.” All amounts owed to me by my clients will be fixed before I assume the duties of Deputy Administrator, and I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of any of these clients to pay these amounts. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

For as long as my spouse owns “MH Technology Partners,” I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the business, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – ANTHROTRONIX

Upon confirmation, I will resign from my position with Anthrotronix. Pursuant to an agreement among directors, all directors’ fees for 2019, 2020, and 2021 were deferred. I will receive a lump sum payment of no more than \$20,000 in deferred director’s fees upon sale of the company. I also hold vested restricted stock units in Anthrotronix, the payout of which has been deferred until sale of the company. I do not hold stock, restricted stock, unvested restricted stock units, or vested or unvested stock options. If the company is sold, I will receive a cash payout of my vested restricted stock units. Until I have received all of these payments, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Anthrotronix, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C.

§ 208(b)(2). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Anthrotronix is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – SYSTEMS PLANNING AND ANALYSIS

Upon confirmation, I will resign from my position with Systems Planning and Analysis. I hold vested restricted stock with Systems Planning and Analysis. I do not hold stock, unvested restricted stock, vested or unvested restricted stock units, or vested or unvested stock options. I will divest or forfeit my vested restricted stock as soon as practicable but not later than 90 days after my confirmation. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of this entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Systems Planning and Analysis is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – MYRIOTA

Upon confirmation, I will resign from my position with Myriota. I hold vested and unvested stock options with Myriota. I do not hold stock, restricted stock, or vested or unvested restricted stock units. I will forfeit all Myriota stock options that are unvested at the time of my resignation. I will divest or forfeit my vested stock options as soon as practicable but not later than 90 days after my confirmation. If I divest the stock options by exercising them, I will divest the resulting stock as soon as practicable but not later than 90 days after my confirmation. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of this entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Myriota is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 6 – BRIDGESAT D/B/A BRIDGECOMM

Upon confirmation, I will resign from my position with BridgeComm. I hold vested and unvested stock options with BridgeComm. I do not hold stock, restricted stock, or vested or unvested restricted stock units. I will forfeit all BridgeComm stock options that are unvested at the time of my resignation. I will divest or forfeit my vested stock options as soon as practicable but not later than 90 days after my confirmation. If I divest the stock options by exercising them,

I will divest the resulting stock as soon as practicable but not later than 90 days after my confirmation. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of this entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know BridgeComm is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 7 – FLAWLESS PHOTONICS

I resigned from my position with Flawless Photonics on April 19, 2021. I have forfeited my vested and unvested stock options with Flawless Photonics. I do not hold stock, restricted stock, or vested or unvested restricted stock units. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Flawless Photonics is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 8 – LOCKHEED MARTIN

I resigned from my position with the Lockheed Martin Technology Advisory Group and ended consulting with Lockheed Martin on November 10, 2020. For a period of one year after my resignation, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with Lockheed Martin. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written authorization to participate in particular matters involving specific parties in which Lockheed Martin is a party or represents a party. I also will seek a limited waiver of the provisions of paragraph 2 of the Ethics Pledge under Executive Order 13989 with regard to Lockheed Martin. I understand that any such authorization or waiver will only authorize me to participate at the policy and program level in particular matters involving Lockheed, and not authorize me to participate in contract administration matters, including selections, award fee decisions, and other contract determinations involving Lockheed as a party, or to participate in any particular matter involving specific parties in which I participated as consultant to Lockheed during the period specified in Section 2, Paragraphs (k) and (l) of Executive Order 13989.

SECTION 9 – JOHNS HOPKINS UNIVERSITY

I performed consulting for the Applied Physics Laboratory (“APL”) of Johns Hopkins University through Melroy & Hollett Technology Partners. For a period of one year after I last perform service for APL, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with Johns Hopkins University, including but not limited to APL. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written authorization to participate in particular matters involving specific parties in which Johns Hopkins University is a party or represents a party. I also will seek a limited waiver of the provisions of paragraph 2 of the Ethics Pledge under

Executive Order 13989 with regard to APL. I understand that any such authorization or waiver will only authorize me to participate at the policy and program level in particular matters involving APL, and not authorize me to participate in contract administration matters, including selections, award fee decisions, and other contract determinations involving APL as a party, or to participate in any particular matter involving specific parties in which I participated as consultant to APL during the period specified in Section 2, Paragraphs (k) and (l) of Executive Order 13989.

SECTION 10 – AEROSPACE CORPORATION

I resigned from my position as a member of an Advisory Group for Aerospace Corporation in December 2019. Upon confirmation, I will resign from my position with Aerospace Corporation on the Board of Directors. For a period of one year after my resignation as a Director, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with Aerospace Corporation. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written authorization to participate in particular matters involving specific parties in which Aerospace Corporation is a party or represents a party. I also will seek a limited waiver of the provisions of paragraph 2 of the Ethics Pledge under Executive Order 13989 with regard to Aerospace Corporation. I understand that any such authorization or waiver will only authorize me to participate at the policy and program level in particular matters involving Aerospace Corporation, and not authorize me to participate in contract administration matters, including selections, award fee decisions, and other contract determinations involving Aerospace Corporation as a party, or to participate in any particular matter involving specific parties in which I participated as a member of the Advisory Group or as a Director to Aerospace Corporation during the period specified in Section 2, Paragraphs (k) and (l) of Executive Order 13989.

SECTION 11 – NOVA SYSTEMS PTY

Upon confirmation I will resign from my position with the Nova Systems Pty. My spouse is a consultant for Nova Systems Pty. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, or for as long as my spouse continues to serve as a consultant for Nova Systems Pty, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know Nova Systems Pty is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 12 – FAMILY TRUST #1 (REVOCABLE LIVING TRUST)

I will retain my position as a trustee of Family Trust #1, my revocable living trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Deputy Administrator. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Family Trust #1, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 13 – OTHER RESIGNATIONS

I resigned from my position with Gilmour Space Technologies in July 2020 and the Presidential Transition Team in January 2021. Upon confirmation, I will resign from my positions with the following entities:

- Australian Remote Operations for Space and Earth (AROSE)
- Institute for Defense Analysis Science and Technology Policy Institute

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from positions with each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to at 5 C.F.R. § 2635.502(d).

SECTION 14 – DIVESTITURES

I will divest my interests in the following sector mutual funds as soon as practicable but not later than 90 days after my confirmation:

- First Trust NASDAQ Clean Edge Green Energy Index Fund
- Energy Select Sector SPDR Fund
- Invesco WilderHill Clean Energy ETF

With regard to each of these funds, until I have divested it, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any holding of the fund that is invested in its respective sector, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.201(b) with regard to any of my financial interests in sector mutual funds, I will monitor the value of those interests. If the aggregate value of my interests in sector mutual funds that concentrate in any one sector exceeds \$50,000, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any holdings of the funds that are in the specific sector in which the funds concentrate, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets. I understand that I must timely submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I (including my spouse and dependent children if applicable) will not repurchase any asset I was required to divest without my consultation with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 15 – SPOUSE EMPLOYMENT

My spouse is a consultant for Sandia National Labs. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to provide consulting services to Sandia National Labs, I will not participate personally and substantially in any particular matter involving specific parties in which I know Sandia National Labs is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My spouse is a partner at Fervo Energy LLC. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

My spouse is a partner at Fulcrum Carbon Solutions LLC (formerly Fulcrum). I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

My spouse is a partner at SmartUQ LLC and owns stock in the company. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 16 – PUBLIC POSTING

I have been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,

A handwritten signature in cursive script, reading "Pamela A. Melroy". The signature is written in dark ink and is positioned above the printed name.

Pamela A. Melroy