

July 26, 2018

Ms. Catherine Mitrano
Designated Agency Ethics Official
Office of the General Counsel
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington DC 20420

Dear Ms. Mitrano:

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 Assistant Secretary for Information and Technology of the U.S. Department of Veterans Affairs.

As required by 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 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

Upon confirmation, I will resign from my position with Ernst & Young, LLP. Following my resignation, I will receive a severance payment from Ernst & Young, pursuant to contractual agreement with the firm as well as firm practice for departing executives, totaling an amount equal to six months' salary. This amount will be paid to me before I assume the duties of the position of Assistant Secretary. Also, I may, as pursuant to my employment contract with the firm, receive a bonus for work performed between July 2017 and June 2018. The firm will use an objective formula to calculate this bonus. This bonus will be paid to me before I assume the duties of the position of Assistant Secretary. If a bonus is awarded to me but is not yet paid at the time of separation, it is my understanding that Ernst & Young would accelerate the payment in my final pay upon separation. I will be ineligible for any bonus for the fiscal year

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beginning July 2018 unless I am an employee through June 2019. As a departing employee of Ernst & Young, I am eligible to receive a variety of different corporate discounts on a range of consumer items indefinitely into the future, consistent with the firm's practice for former employees. There is no vesting regarding former employees' access to the discount program. Employees' continued access to the discount program is based on being "EY Alumni"--this is an enduring attribute and not tied to any further service with Ernst & Young after separation. 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 Ernst & Young to provide these contractual benefits, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). For a period of one year after my resignation, I also will not participate personally and substantially in any particular matter involving specific parties in which I know Ernst & Young is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, 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).

Upon confirmation, I will resign from my position with the U.S. Naval Academy Athletic & Scholarship Foundation. 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 that the U.S. Naval Academy Athletic & Scholarship Foundation is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will retain my position as a trustee of my family trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Assistant Secretary. 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 trust, 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).

My spouse is employed by Prince William County Public Schools in a position for which she receives wages at a standard hourly rate. For as long as my spouse continues to work for Prince William County Public Schools, I will not participate personally and substantially in any particular matter involving specific parties in which I know that Prince William County Public Schools is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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

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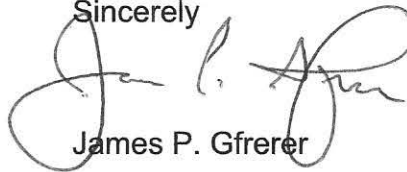
for the exemption at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I will meet in person with you, or another ethics official, during the first 15 days of my service in the position of Assistant Secretary, in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

I have been advised that this ethics agreement will be posted publicly, consistent with 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 black ink, appearing to read "James P. Gfrerer", with a large, stylized flourish at the end.

James P. Gfrerer