

February 15, 2018

Susan F. Beard
Designated Agency Ethics Official
U.S. Department of Energy
1000 Independence Ave., S.W., Suite 6A-211
Washington, DC 20585

Dear Ms. Beard:

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 for Defense Nuclear Nonproliferation of the U.S. Department of Energy.

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 UT-Battelle (Oak Ridge National Laboratory). UT-Battelle is fifty-percent owned by the University of Tennessee and fifty-percent owned by Battelle Memorial Institute. Consistent with the customary practice for departing executives, I anticipate receiving a *pro rata* annual performance bonus for the period October 1, 2017 through September 30, 2018. UT-Battelle will reduce any bonus proportionally to compensate me for only the portion of the period that I will have worked at Oak Ridge National Laboratory. I will not accept the bonus and will forfeit it, unless I receive the bonus before I assume the duties of the position of Deputy Administrator. If I receive the bonus before assuming the duties of the position of Deputy Administrator, for a period of two years after my receipt of this payment, I will not participate personally and substantially in any particular matter involving specific parties in which I know UT-Battelle, the University of Tennessee, or Battelle Memorial Institute is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). If I do not receive the bonus and forfeit it, I will not participate personally and substantially in any particular matter involving specific parties in which I know the UT-Battelle, the University of Tennessee, or Battelle Memorial Institute is a party or represents a party for a period of one year from the date of my resignation, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign my unpaid, advisory position with the University of Tennessee, Knoxville. I resigned from my unpaid, advisory position with the University of Nevada, Las Vegas on December 14, 2017. For a period of one year after my resignation from 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 5 C.F.R. § 2635.502(d).

As a former employee of UT-Battelle, I continue to participate in a defined benefit plan. 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 UT-Battelle to provide this contractual benefit, 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).

As a former employee of Los Alamos National Laboratory (LANL), I continue to participate in a cash balance pension plan administered by the University of California. 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 LANL to provide this contractual benefits, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

I am the sole owner of CJED, LLC. During my appointment to the position of Deputy Administrator, CJED, LLC will remain dormant and will not advertise. I will not perform any services for CJED, LLC, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain this entity while it is in an inactive status. As 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 CJED, LLC.

I will divest my interest in the Fidelity Select Software & IT Services Portfolio and Fidelity Select Biotechnology Portfolio, within 90 days of my confirmation. Until I have completed this divestiture, 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 Fidelity Select Software & IT Services Portfolio that is invested in the Software and IT services sector or any holding of the Fidelity Select Biotechnology Portfolio that is invested in the Biotechnology 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).

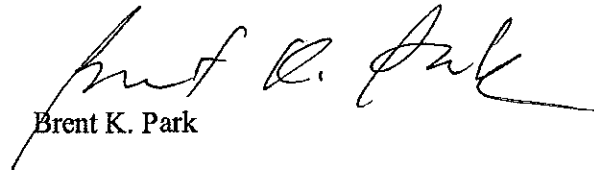
If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment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

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 during the first week of my service in the position of Deputy Administrator for Defense Nuclear Nonproliferation 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 "Brent K. Park", written in a cursive style. The signature is positioned above the printed name "Brent K. Park".

Brent K. Park