

Susan F. Beard
Designated Agency Ethics Official
Department of Energy
1000 Independence Avenue, SW
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 Principal Deputy Administrator, National Nuclear Security Administration (NNSA), at the 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.

I have performed consulting work as a sole proprietor. I have not formed a legal entity for this purpose. During my appointment to the position of Principal Deputy Administrator, I will not perform consulting work. Any amounts owed to me by any of my clients will be fixed before I assume the duties of position of Principal 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, 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).

One of my consulting clients was VisX Corporation, through which I provided services to Honeywell Corporation as it assumed responsibilities in May 2017 under the Management and Operations Contract for the Sandia National Laboratory, a Department of Energy government-owned, contractor-operated facility. I understand that in regards to particular matters, related to nuclear energy and materials, involving specific parties that are directly and substantially related to my former client VisX Corporation, that such will be covered by the terms of the "Waiver of Executive Order 13370 for Senate Confirmed Presidential Employees of the Department of Energy In Nuclear-Related Positions" issued by the White House Counsel on April 6, 2018, for paragraph 6 of the Ethics Pledge under

Executive Order 13770. I understand that the aforementioned Waiver will not permit me to participate in fee determinations, awards, or procurement activities involving either VisX Corporation or Honeywell Corporation that are related to the Sandia National Laboratory Management and Operations Contract.

One of my consulting clients is Lawrence Livermore National Security LLC (LLNS). Pursuant to 5 C.F.R. 2635.502(d), with regard to my client LLNS, I will seek written authorization to participate in particular matters involving specific parties in which LLNS is a party or represents a party. I understand that in regards to particular matters, related to nuclear energy and materials, involving specific parties that are directly and substantially related to my former client LLNS, that such will be covered by the terms of the "Waiver of Executive Order 13370 for Senate Confirmed Presidential Employees of the Department of Energy In Nuclear-Related Positions" issued by the White House Counsel on April 6, 2018, for paragraph 6 of the Ethics Pledge under Executive Order 13770. I understand that any such authorization, or the aforementioned Waiver, will not permit me to participate in particular matters that directly and predictably affect my financial interest in LLNS or fee determinations awards, or procurement activities related to LLNS.

Further, as a retired LLNS employee, I will continue to participate in the LLNS defined benefit pension plan through which I am entitled to receive a pension, access to a Medicare supplement, funds to offset medical insurance, discounts on optical and dental care, and access to self-funded legal insurance for both me and my spouse. 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 LLNS to provide these contractual benefits, 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 will retain my position as a trustee of the Family Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Principal 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 the Family 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).

I will divest my interests in the following entities within 90 days of my confirmation: General Electric, AT&T, Verizon, Waste Management Inc., Archer Daniels Midland, PPL Corp., Valvoline Inc., Comcast, Intel Corporation, Northwest Natural Gas, JPMorgan Chase and Company, United Parcel Service, Illinois Tool Works, and Amazon.com Inc. With regard to each of these entities, 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).

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), 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 during the first week of my service as Principal Deputy Administrator 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 cursive script, appearing to read "William A. Bookless".

William A. Bookless

Date: 1/17/2019