

NOV 19 2021

Mr. Scott F. Thompson
Alternate Designated Agency Ethics Official
Office of the General Counsel
Department of Defense
Washington, DC 20301

Dear Mr. Thompson:

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 Under Secretary of Defense for Acquisition and Sustainment of the Department of Defense. 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), obligations of the United States, or municipal bonds.

I will receive a live ethics briefing from a member of the ethics office during the first week of my service in the position of Under Secretary of Defense for Acquisition and Sustainment in order to complete the initial ethics briefing required under 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 – GLOSTER CONSULTING LLC

I am the owner of Gloster Consulting LLC. This limited liability company has never engaged in any business. During my appointment to the position of Under Secretary of Defense for Acquisition and Sustainment, Gloster Consulting LLC will remain dormant and will not advertise. I will not perform any services for the company, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the limited liability company while it is in an inactive status. As Under Secretary of Defense for Acquisition and Sustainment, 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 Gloster Consulting LLC.

SECTION 3 – ARKA GP, LLC AND ARKA GROUP, L.P.

Upon confirmation, I will resign from my position with Arka GP, LLC. In accordance with the terms of my employment agreement, Arka GP, LLC pays me a fixed consulting fee every month. Upon my resignation, I will receive the balance of my consulting fee prorated for the fraction of the month that I provided services to Arka GP, LLC. Until I have received the balance of my consulting fees from Arka GP, LLC, 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 Arka GP, LLC to make this payment to me, 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, 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 Arka GP, LLC is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

As compensation for my services to Arka GP, LLC, I hold vested and unvested Class B profits interest units in Arka Group, L.P. I do not have any other interests in Arka Group, L.P. I will retain my vested profits interest units following my separation from Arka GP, LLC. However, pursuant to the terms of my profits interest unit award agreement, Arka Group, L.P. will have the right, but not the obligation, to purchase all or any portion of my vested profits interest units at fair market value within three years of the date of my separation from Arka GP, LLC. I will forfeit the remainder of any unvested profits interest units upon separation from Arka

GP, LLC. For as long as I hold the profits interest, 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 Arka Group, L.P., or its general partner Arka GP, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 4 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my positions with the following entities:

- Aerospace Corporation
- National Defense Industrial Association
- Lightweight Innovations for Tomorrow

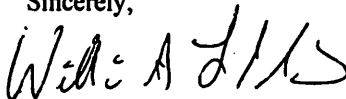
Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party,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

In addition, upon confirmation, I will resign from my position with the Charles Stark Draper Laboratory, Inc. Pursuant to the terms of my employment agreement, the Charles Stark Draper Laboratory, Inc. will reimburse me for any unpaid travel expenses within 30 days of my separation for travel expenses incurred through the date of my resignation. 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 the Charles Stark Draper Laboratory, Inc. to reimburse my unpaid travel expenses unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In accordance with the impartiality regulation at 5 C.F.R. § 2635.502, 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 this entity 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 – 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,



William LaPlante