

DATE October 19, 2021

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

Re: Ethics Undertakings

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 General Counsel, Department of the Air Force. 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 General Counsel, Department of the Air Force 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 – RESIGNATIONS

Upon confirmation, I will resign from my position with Marsh & McLennan Companies (Marsh & McLennan). Following my resignation, I may receive a prorated bonus for calendar year 2021. I will not accept the bonus and will forfeit it, unless I receive the bonus before I assume the duties of the position of General Counsel. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if I receive the bonus, I will not participate personally and substantially in any particular matter involving specific parties in which Marsh & McLennan is a party or represents a party for a period of two years from the date on which I receive the bonus, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

I hold stock, vested and unvested stock options, unvested restricted stock units and unvested performance stock units in Marsh & McLennan. I do not hold restricted stock or vested restricted stock units or performance stock units. I will retain my vested and unvested stock options following my separation from Marsh & McLennan. My unvested stock options will continue to vest in accordance with the normal schedule provided in the Marsh & McLennan executive compensation plan for departing executives of my age and length of service. In accordance with Marsh & McLennan's executive compensation plan, my unvested restricted stock units will vest pro rata upon my separation, at which time I will receive a stock payout. In accordance with Marsh & McLennan's executive compensation plan, I will forfeit the remainder of any unvested restricted stock units. Also pursuant to Marsh & McLennan's executive compensation plan, my performance stock units will vest pro rata to the extent that Marsh & McLennan meets certain pre-established performance metrics. I have three outstanding grants that will each vest on the third anniversary from the grant date. Each grant will be reduced based on the amount of time I worked at Marsh & McLennan from the grant date until my separation date. I will forfeit the remainder of any unvested performance stock units. 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 Marsh & McLennan 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 3 – OTHER RESIGNATIONS

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

- CARE, USA
- John Jay College, Foundation Board
- Jackson Institute for Global Affairs

I have already resigned from my position with the Woodrow Wilson International Center for Scholars and The Jacqueline Beshar Trust. 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, prior to assuming the duties of General Counsel, I will resign from my position as trustee of The Beshar 2018 Descendants Trust Agreement u/a/d 10/31/2018 and its grantor trust status will be terminated, which will also terminate my financial interest in General Dynamics. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from The Beshar 2018 Descendants Trust Agreement u/a/d 10/31/2018, I will not participate personally and substantially in any particular matter involving specific parties in which I know that The Beshar 2018 Descendants Trust Agreement u/a/d 10/31/2018 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 – DIVESTITURES

I am invested in Vintage VII LP and KKR Principal Opportunities II Access LLC. As soon as practicable, but not later than 90 days after my confirmation, I will divest my interests in Vintage VII LP and KKR Principal Opportunities II Access LLC. With regard to each of these funds, 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 fund or its underlying holdings 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.

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) 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 5 – SPOUSE EMPLOYMENT

My spouse serves as a member of the Invesco Board of Directors through which she receives an annual payment consisting of cash and Invesco stock. 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 Invesco Ltd., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 6 – FAMILY TRUSTEE POSITIONS THAT I WILL RETAIN

I will retain my positions as trustee of the following trusts:

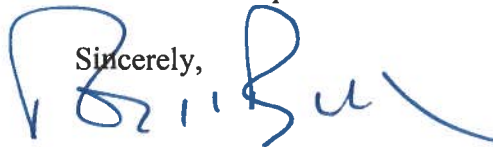
- The 2018 Peter J. Beshar Grantor Retained Annuity Trust u/a/d 10/31/2018
- The 2021 Peter J. Beshar Grantor Retained Annuity Trust # 1
- The 2021 Peter J. Beshar Grantor Retained Annuity Trust # 2
- The Peter J. Beshar 2018 Revocable Trust Agreement
- The Sarah E. Beshar 2018 Revocable Trust Agreement

I will not receive any fees for the services that I provide as a trustee during my appointment to the position of General Counsel, Department of the Air Force. 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 these family trusts, 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 7 – 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,



Peter Beshar