

August 9, 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 General Counsel, Department of the Navy. 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 Navy, 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 – KRAMER LEVIN NAFTALIS & FRANKEL LLP

Upon confirmation, I will withdraw from the partnership of Kramer Levin Naftalis & Frankel LLP (Kramer Levin LLP). Pursuant to the Partnership Agreement of Kramer Levin LLP, dated as of October 23, 1998 and amended as of February 28, 2006, my self-employment income for the firm's fiscal year ending September 30, 2021, will include all draws and distributions of partnership net income paid to me during the period of October 1, 2020, through September 30, 2021, or the date of my withdrawal, whichever occurs sooner. Should I remain a partner of the firm past September 30, 2021, my self-employment income will include my partner draw for each month (and any quarterly draw, if made) until I withdraw from the firm, plus any distributions of partnership net income due me with respect to the period January 1, 2020 through my termination date, less a reserve sufficient for the firm to make payments required by the Partnership Agreement to the firm's 401(k), profit sharing plan, and cash balance pension on my behalf. With the exception of the reserve, the balance of my self-employment income will be paid to me before I assume the duties of the position of General Counsel. To the extent that any of the reserve is unused, the balance will be refunded to me no later than June 2022. I currently have a capital account with the firm, and will receive a refund of that account before I assume the duties of the position of General Counsel. In addition to my capital account, I have a share of certain advanced tax payments that Kramer Levin LLP makes to the Internal Revenue Service. The firm makes these payments, called Federal Enhanced Payment Deposits, to account for the difference between the firm's fiscal year and the calendar year. My share of these payments will continue to be held as a reserve for account reconciliations and tax payments that the firm makes on behalf of its partners. I will receive reimbursements of my decreasing share of this account over time, with the final refund paid no later than July 2023 if I withdraw from the partnership before October 1, 2021, or July 2024 if I remain at the firm after October 1, 2021.

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 Kramer Levin LLP to make these payments 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 or until I receive the final payment, whichever is later, I will not

participate personally and substantially in any particular matter involving specific parties in which I know Kramer Levin LLP 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).

SECTION 3 – BARRYROE, LLC AND BLACKROBE CAPITAL PARTNERS, LLC

My adult children and I own Barryroe, LLC. Through my interest in Barryroe, LLC, I also have an interest in BlackRobe Capital Partners, LLC. Upon confirmation, I will resign from my position as Managing Member of Barryroe, LLC, and my position as Managing Member of BlackRobe Capital Partners, LLC. I will continue to have a financial interest in Barryroe, LLC, but I will not provide services material to the production of income. Instead, I will receive only passive investment income from it. As part of my duties in my official capacity as General Counsel, Department of the Navy, 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 Barryroe, 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 my positions with the following entities:

- Common Cause New York
- Holocaust & Human Rights Education Center
- ThanksUSA
- Federal Bar Foundation
- USNA Class of 1978
- Georgetown University Law Center
- Equal Justice Works
- Federal Bar Council
- Sun Valley Music Festival¹

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).

¹ Position began in August 2021.

SECTION 5 – DIVESTITURES

I will divest my interests in the following entities as soon as practicable but not later than 90 days after my confirmation:

- Jacobs Engineering Group, Inc.
- Microsoft

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 the 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). I have verified that I will be able to carry out the divestitures within the timeframe described above.

I will also divest my interests in the following funds as soon as practicable but not later than 90 days after my confirmation:

- iShares Expanded Tech-Software Fund
- iShares Medical Devices ETF
- SPDR Financial Select Sector ETF

With regard to each of these funds, until I have divested it, 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 fund that is invested in its respective 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). I have verified that I will be able to carry out the divestiture within the timeframe described above.

Additionally, as soon as practicable but not later than 90 days after my confirmation, I will divest my interest in the Kramer Levin Balanced Fund. 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.

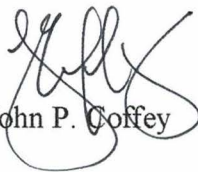
I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this 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 and dependent children if applicable) will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 6 – 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,



John P. Coffey