

October 17, 2017

Daniel F. Callahan
Designated Agency Ethics Official
617 Altmeyer Building
Social Security Administration
6401 Security Boulevard
Woodlawn, MD 21235

Re: Ethics Agreement

Dear Mr. Callahan:

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 Inspector General for the Social Security Administration.

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 withdraw from the partnership of WilmerHale LLP. Pursuant to the WilmerHale LLP Partnership Fixed Fee Agreement for Participating Equity Partners, I will receive a *pro rata* partnership share based on the value of my partnership interests for services performed in 2017 through the date of my withdrawal. This payment will be based solely on the firm's earnings through the date of my withdrawal from the partnership. I also have a capital account with WilmerHale LLP, and will receive a refund of this account following my withdrawal from the firm. I will receive both of these payments before I assume the duties of the position of Inspector General for the Social Security Administration. In addition, if my separation from WilmerHale LLP occurs after October 21, 2017, I will be entitled to an early retirement benefit from the firm. The firm will pay the benefit to me annually, in monthly installments, for seven years following my separation from the firm. The amount will not exceed \$175,000 annually, but may decrease should the firm not achieve certain income targets. Until I have received all payments pursuant to this early retirement benefit, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interest of WilmerHale LLP, unless I first obtain a

written waiver, pursuant to 18 U.S.C. § 208(b)(1). 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).

Upon confirmation, I will resign from my positions with the following entities: The Cochran Trust and The RSCJ Trust. 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).

I recently resigned from my position with the Gibson Island Corporation. Upon confirmation, I will resign from my position with the Gibson Island Club. For as long as I have an interest in 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 entity, 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 Gail Ennis Revocable Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Inspector General for the Social Security Administration. 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 Gail Ennis Revocable 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).

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 will meet in person with you or your designee during the first week of my service in the position of Inspector General for the Social Security Administration 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 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 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 "Gail Susan Ennis". The signature is fluid and cursive, with a large initial "G" and a long, sweeping tail.

Gail Susan Ennis