June 23, 2009

Michael C. Wholley
Designated Agency Ethics Official
National Aeronautics and Space Administration
Washington, DC 20546

Dear Mr. Wholley:

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 Administrator, NASA.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any other person whose interests are imputed to me, 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.

My wife and I are the sole owners of JACKandPANTHER, LLC. Upon confirmation, I will resign as C.E.O. of JackandPanther, LLC. My wife and I will continue to have a financial interest in this entity, but I will not manage it or provide any other services to it. As Administrator, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of this entity, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1). I will not participate personally and substantially in any particular matter involving specific parties in which a client of my spouse is a party or represents a party, unless I have been authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). I will not participate personally and substantially in any particular matter involving specific parties in which 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). In addition, you have advised me that, on a quarterly basis, you will provide me with a list of entities with which NASA has contracts or other agreements, or to which NASA has awarded grants, that you determine to be significant. In order to avoid any appearance of a conflict of interest, my spouse has agreed that neither she nor JACKandPANTHER, LLC will contract with or communicate directly with either NASA or any of the listed entities on behalf of JACKandPANTHER,LLC or

any of its clients during my appointment to the position of Administrator.

Within 90 days of my confirmation, I will divest or forfeit both my common stock and Stock Appreciation Rights in GenCorp, Inc. I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of GenCorp, Inc. until I have divested or forfeited 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 understand that I may be eligible to request a Certificate of Divestiture for these 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 divest or forfeit these assets within 90 days of my confirmation and will invest any proceeds in non-conflicting assets.

I currently serve as a consultant to SAIC through JACKandPANTHER,LLC. Upon confirmation, I will terminate my consulting work for SAIC. I will have a "covered relationship" for a period of one year under 5 C.F.R. § 2635.502 with SAIC. I do not hold any financial interest in SAIC. I will seek authorization, pursuant to 5 C.F.R. § 2635.502(d), to participate in particular matters involving specific parties in which SAIC is a party or represents a party. I served as a Director of GenCorp, Inc., until March 2008. I will seek a waiver of the restrictions in Paragraph 2 of the Ethics Pledge required under Executive Order 13490 with regard to SAIC and GenCorp and authorization under 5 C.F.R. § 2635.502(d) with regard to SAIC. If a waiver and authorization are granted, I may participate in particular matters involving specific parties at the policy or program level in which either SAIC or GenCorp, Inc. is a party or represents a party. The authorization under 5 C.F.R. § 2635.502 and waiver under Executive Order 13490 will not authorize my participation in particular matters involving specific parties in which I previously participated as either a consultant for SAIC or a Director for GenCorp, nor will it authorize my participation in contracting matters, including contract determinations, related to these two entities. If granted, the waiver will not authorize one-on-one meetings or communications with SAIC or GenCorp even if no particular matter is involved.

Upon confirmation, I will resign from my positions with the following entities: Marathon Oil Corp.; Bristow Group; and DetechaChem Corp. Because I will continue to own stock in each of these entities, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of any of these entities, 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.SC. § 208(b)(2).

Upon confirmation, I will resign from my positions with the following entities: Blue Cross Blue Shield of South Carolina; National Space Biomedical Research Institute; GB Tech, Inc.; Lawrence Livermore National Laboratory; the National Ignition Facility; Sickle Cell Association of the Texas Gulf Coast; University of Southern California, Los Angeles; the Navy and Marine Association; Military Child Education Coalition; St. Luke's Episcopal Health System; St. Luke's Episcopal Hospital; United Through Reading; Camp Allen, and the Aerospace Science Engineering Board, National

Academy of Sciences. For 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 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).

Upon confirmation, I will terminate my speaking contract with the BrightSight Group. For one year after the termination of this contract, I will not participate personally and substantially in any particular matter involving specific parties in which the BrightSight Group is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Finally, I understand that as an appointee I am required to sign the Ethics Pledge (Exec. Order No. 13490) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this and any other ethics agreement.

Sincerely,

Charles F. Bolden Jr.