

October 5, 2017

Mr. David Maggi
Designated Agency Ethics Official
U.S. Department of Commerce
1401 Constitution Avenue, N.W.
Washington, D.C. 20230

Dear Mr. Maggi:

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 for Oceans and Atmosphere, Department of Commerce.

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 resign from my position with AccuWeather, Inc. and its affiliates. These resignations include resignation from my position with each of the following affiliated AccuWeather, Inc. entities:

1. AccuWeather International, LLC
2. AccuWeather Canada, Inc.
3. Sky Motion Research, ULC
4. AccuWeather Holdco, Inc.
5. AccuWeather Intl., LLC
6. AccuWeather Sales and Service, LLC
7. AccuWeather Enterprise Solutions, LLC
8. AccuWeather Acquisition Sub, Inc.

I own shares of AccuWeather, Inc. I also hold unvested stock options in AccuWeather, Inc., which were issued subsequent to filing my financial disclosure report. I do not hold restricted or performance stock units or vested stock options. Pursuant to company policy, I will forfeit all AccuWeather, Inc. stock options that are unvested at the time of my resignation. Within 90 of my confirmation, I will divest all of my stock and any vested stock options in AccuWeather, Inc. Until I have divested my financial interests in AccuWeather, Inc., 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 AccuWeather, Inc., or its holdings 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). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know any of these entities is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My spouse is employed by AccuWeather, Inc., in a position for which she receives a fixed annual salary. For as long as my spouse works for AccuWeather, Inc., I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my spouse's compensation or employment with AccuWeather, Inc. I also will not participate personally and substantially in any particular matter involving specific parties in which I know AccuWeather, Inc. 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 resign from my positions with Mirror Management One, LLC and Mirror Management Two, LLC. Within 90 of my confirmation, I will divest my interests in these entities. 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). 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).

Upon confirmation, I will resign from my positions with the American Weather and Climate Industry Association, Westside Village I, LLC, and the Family 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 will divest my interests in the entities listed in Attachment A within 90 days of my confirmation. 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 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.

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my financial interests in securities, I will monitor the value of those interests. If the aggregate value of interests affected by a particular matter increases and exceeds the *de minimis* threshold, I will not participate personally and substantially in the particular matter that to my knowledge has a direct and predictable effect on the interests, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

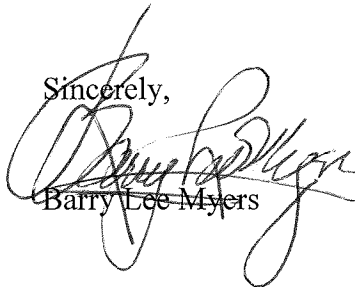
If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

I will meet in person with you during the first week of my service in the position of Under Secretary in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will also 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,



Barry Lee Myers

Attachment A

1. Adidas AG
2. Advanced Micro Devices
3. Alamo Group Inc.
4. Allergan PLC
5. Alphabet Inc.
6. Altria Group, Inc.
7. Amazon.com, Inc.
8. Anheuser-Busch InBev SA/NV
9. Ares Capital Corporation
10. ASA Gold and Precious Metals Ltd.
11. Barclays Bank PLC
12. Berkshire Hathaway Inc.
13. Bristol-Myers Squibb Company
14. Capital Bank Financial Corp.
15. Chemtura Corp.
16. Chevron Corp.
17. Credit Acceptance Corporation
18. Crown Castle International Corp.
19. CSS Industries, Inc.
20. CVS Health Corp.
21. Dominion Energy, Inc.
22. Ducommun Inc.
23. Ennis, Inc.
24. F.N.B. Corp.
25. Facebook, Inc.
26. Flexsteel Industries, Inc.
27. Ford Motor Company
28. Franco-Nevada Corporation
29. Gabelli Healthcare & Wellness Trust
30. Gabelli Utility Trust
31. General Dynamics Corporation
32. General Motors Company
33. Goldman Sachs Group, Inc.
34. Hanesbrands, Inc.
35. Hardinge, Inc.
36. Hooker Furniture Corp.
37. Icahn Enterprises LP
38. International Paper Company
39. Intrexon Corp.
40. iShares Silver Trust
41. Jones Lang LaSalle Inc.
42. JPMorgan Chase & Co.
43. Key Tronic Corp.
44. Kimball Electronics, Inc.

45. Kish Bancorp, Inc.
46. Lockheed Martin Corp.
47. Macy's Inc.
48. Markel Corp.
49. Marlin Business Services Corp.
50. Martin Marietta Materials, Inc.
51. MassRoots, Inc.
52. Merck & Co., Inc.
53. Microsoft Corp.
54. NextEra Energy, Inc.
55. Nintendo Co., Ltd.
56. Northrop Grumman Corp.
57. NVIDIA Corporation
58. Pan American Silver Corp.
59. PC Connection, Inc.
60. PCM, Inc.
61. Penske Automotive Group, Inc.
62. Phillips 66
63. PNC Financial Services Group, Inc.
64. Public Storage
65. RCI Hospitality Holdings, Inc.
66. RCM Technologies, Inc.
67. Reading International, Inc.
68. Renewable Energy Group, Inc.
69. REX American Resources Corp.
70. Reynolds American Inc.
71. Roadrunner Transportation Systems, Inc.
72. Rocky Brands, Inc.
73. Salem Media Group, Inc.
74. Seneca Foods Corp.
75. Shoe Carnival, Inc.
76. SigmaTron International, Inc.
77. Snyder's-Lance, Inc.
78. SPDR Gold Shares
79. Teucrium Soybean ETF
80. The Southern Company
81. Townsquare Media, Inc.
82. TravelCenters of America LLC
83. U.S. Bancorp
84. Ultra Clean Holdings, Inc.
85. Under Armour, Inc.
86. Unilever PLC
87. United Natural Foods, Inc.
88. VanEck International Investors Gold
89. VanEck Vectors Gold Miners ETF
90. Visa Inc.

91. Vishay Precision Group, Inc.
92. VOXX International Corp.
93. Vulcan Materials Company
94. Wells Fargo & Company
95. Willamette Valley Vineyards, Inc.
96. Willis Lease Finance Corporation
97. WisdomTree Japan Hedged Equity
98. Yahoo! Inc.
99. Locator IP, LP
100. User-Centric IP, LP