

March 1, 2017

Ms. Katherine D. McManus
Deputy Legal Adviser and Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, DC 20520

Re: Ethics Undertakings

Dear Ms. McManus:

I am committed to the highest standards of ethical conduct for government officials. If confirmed as United States Ambassador to New Zealand and Samoa, 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.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in New Zealand and Samoa, because they may be more likely than other companies to seek official assistance from or make contact with Embassy or otherwise be affected by policies and engagement implemented by the Embassy. I will remain alert to the possible need to recuse where appropriate.

I am the sole proprietor of a law firm, which does business as the Law Office of Scott P. Brown. The firm has been dormant since February 2010. During my appointment to the position of Ambassador to New Zealand and Samoa, the firm will remain dormant and will not engage in any business, including the representation of clients, and will not advertise. I will not perform any services for the firm, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the business while it is in an inactive status. As Ambassador, 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 the Law Firm of Scott P. Brown.

Upon confirmation, I will resign from my position as managing member of S&G Media, LLC, a pass-through entity established to receive my fees from speaking engagements and my spouse's compensation from her television correspondent work, and I will become a non-managing member of this entity. During my appointment, I will not manage this entity or provide any other services to it. Instead, I will receive only passive investment income from it.

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As Ambassador, 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 S&G Media, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

My spouse and I own S&G Realty, LLC, and S&G Realty Ventures, LLC, which are pass-through entities established to receive rent from residential real estate that we own. Upon confirmation, I will resign from my position as managing member of S&G Realty, LLC, and S&G Realty Ventures, and I will become a non-managing member of these entities. During my appointment, I will not manage these entities or provide any other services to them. Instead, I will receive rent, and only passive investment income from them. As Ambassador, 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 S&G Realty, LLC, or S&G Realty Ventures, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Upon confirmation, I will resign from my position with CoachUp, Inc. Because I will continue to hold stock options in CoachUp, 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 CoachUp, Inc., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Upon confirmation, I will resign from my position with SkyBridge Capital. Pursuant to my contract, I am currently owed advisor fees for services that I have provided. This fixed payment is due on March 31, 2017, thereafter, the contract terminates and no additional fees are due. Until I have received this payment, 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 SkyBridge Capital to make this payment to me, 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know that SkyBridge Capital is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Before being considered for the position of Ambassador, I entered into agreements with the Newington-Cropsey Foundation and the Hood Hargett Breakfast Club to make speeches on March 26, 2017, and April 6, 2017, respectively. As to each of these speeches, if I do not make the speech before I assume the duties of the position of Ambassador, I will forfeit the honorarium for that speech.

Upon confirmation, I will resign from my positions with the following entities: J. Ron Terwilliger Foundation for Housing America's Families; Fox News; Cost Sharing Solutions, LLC; and USA Triathlon Foundation. 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 resigned from my position with Rye Junior High School in February 2017. For a period of one year after my resignation from this entity, I will not participate personally and



substantially in any particular matter involving specific parties in which I know that Rye Junior High School is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I am entitled to receive royalties from HarperCollins Publishers for sales of my book, *Against All Odds: My Life of Hardship, Fast Breaks, and Second Chances*. I will not participate personally and substantially in any particular matter involving specific parties in which I know HarperCollins Publishers 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 retain my position as a co-trustee of a revocable family trust. I will not receive any fees for the services that I provide as a co-trustee during my appointment to the position of Ambassador. 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 this 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).

Within 90 days of my confirmation, I will divest my interests in the following entities: General Electric and Bank of America. 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 waiver pursuant to 18 U.S.C. § 208(b)(1).

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.201(b) with regard to any of my financial interests in sector mutual funds, I will monitor the value of those interests. If the aggregate value of my interests in sector mutual funds that concentrate in any one sector exceeds \$50,000, 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 holdings of the funds that are in the specific sector in which the funds concentrate, 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.

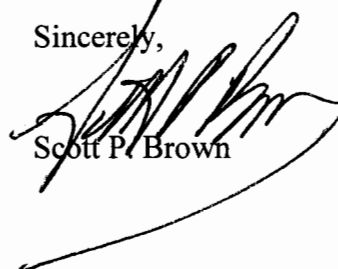
I will recuse myself from participation on a case-by-case basis in any particular matter involving specific parties in which I determine that a reasonable person with knowledge of the relevant facts would question my impartiality in that matter, unless I am first authorized to participate, pursuant to 5 C.F.R. Part 2635, Subpart E.

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 will meet in person with you during the first week of my service in the position of Ambassador to New Zealand and Samoa 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 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 "Scott P. Brown", is written over the printed name. The signature is stylized with a large, sweeping flourish at the end.

Scott P. Brown