

May 28, 2021

Mr. Stuart Bender  
Designated Agency Ethics Official  
U.S. Department of Agriculture  
J.L. Whitten Building  
Room 347-W  
1400 Independence Avenue, SW  
Washington, DC 20250

Dear Mr. Bender:

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 Farm Production and Conservation in the U.S. Department of Agriculture. 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 Office of Ethics after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 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 must continue to abide by the Ethics Pledge (Exec. Order No. 13989) that I previously signed and that I will continue to 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, states and local governments.

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 – BONNIE CONSERVATION, LLC

Upon confirmation, I will resign my position as Managing Member of Bonnie Conservation, LLC. This company has been dormant since January 20, 2021. Upon confirmation, the LLC will continue to not engage in any business, including the representation of clients. During my appointment to the position of Under Secretary, the LLC will remain dormant and will not advertise. I will not perform any services for the LLC, except that I will comply with any requirements involving legal filings, taxes, and fees that are necessary to maintain the LLC while it is in an inactive status. As Under Secretary, 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 Bonnie Conservation, LLC. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, 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 – BONNIE RYE STABLES, LLC

Upon confirmation, I will resign my position as Manager, Bonnie Rye Stables, LLC. During my appointment as Undersecretary for Farm Production and Conservation, I will retain a passive equity investment in this entity; however, I will not provide any services material to the production of income to this entity. Additionally, management of this entity will be transferred to my spouse. I will also transfer or suspend any voting rights and I will not have any right to control, direct, or supervise the operations of this entity or any person employed by these entities or acting on their behalf, for the duration of my appointment. I also 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 Bonnie Rye Stables, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

## SECTION 4 – GROTON LAND COMPANY

While I resigned my position as a Board Member of the Groton Land Company in January 2021, I retain a financial interest in the Groton Land Company. This entity, which owns undeveloped land, may occasionally, from time to time, sell wood. I will continue to have a financial interest in this entity, but I will not provide services material to the production of income. Instead, I will receive only passive investment income from it. As Under Secretary, 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 Groton Land Company, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

## SECTION 5 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my position as a Co-Trustee in Family Trust #2, a trust in which I have no beneficial interests. Additionally, I have already resigned from the following positions:

- Executive-in-Residence, Duke University (resigned December 2020)
- Consultant, Bipartisan Policy Center (resigned October 2020)
- Consultant, Property and Environment Research Center (resigned August 2020)
- Consultant, Jones Ecological Research Center (resigned October 2020)
- Board Member, Theodore Roosevelt Conservation Partnership (resigned November 2020)
- Board Member, The Conservation Fund (resigned November 2020)
- Board Member, Piedmont Fox Hounds (resigned January 2021)
- Agency Review Team Lead, Biden-Harris Presidential Transition Team (resigned January 2021)

For each of the above listed entities, 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 at 5 C.F.R. § 2635.502(d).

## SECTION 6 – RETENTION OF TRUSTEE POSITIONS

I will retain my position as a trustee of Family Trust # 1 and Family Trust # 3. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Under Secretary. 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 Family Trust #1 or Family Trust #2, 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).

## SECTION 7: CONFLICTS OF INTEREST

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)

## SECTION 8 – DIVESTITURES

Within 90 days of my confirmation, I will divest my interests in the Vanguard Communications Services Index Fund and the Financial Select Sector Index Fund. 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 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 9 – SPOUSE EMPLOYMENT

My spouse is the sole proprietor and owner of Over Creek Stables, LLC, for which she receives no annual salary. 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 Over Creek Stables, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

## SECTION 10 – BLAKE LAND LLC

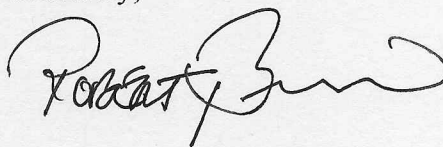
My sibling and I own Blake Land LLC., a limited liability company managed solely by my advisor and my brother. I do not hold a position with this entity. I will continue to have a financial interest in this entity, but I will not provide services material to the production of income. Instead, I will receive only passive investment income from 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 Blake Land, LLC, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

#### SECTION 11 – 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,

A handwritten signature in black ink, appearing to read "Robert Bonnie", with a stylized flourish at the end.

Robert Bonnie