



OFFICE OF THE LEGAL ADVISER

Ethics and Financial Disclosure

U.S. DEPARTMENT *of* STATE

December 4, 2025

Eric Ueland
Acting Director
U.S. Office of Government Ethics
250 E Street, SW
Suite 750
Washington DC, 20005

Dear Acting Director Ueland:

The purpose of this letter is to forward the attached amendment to Mr. Walsh's Ethics Agreement dated April 2, 2025.

As the Alternate Designed Agency Ethics official of the Department of State, I have reviewed the updated information contained in the amendment. Based upon my review of this and the prior commitments made by Mr. Walsh in his previously transmitted Ethics Agreement. I do not object to amendment of his ethics agreement to remove the obligation to divest his interest in Avison Young (Canada) Inc. In our review, it appears that the Ambassador has not participated in any particular matters involving the entity. We believe he will be able to recuse from any particular matters involving this entity that may arise.

Sincerely,

**Sarah E
Prosser**

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Sarah Prosser
Assistant Legal Adviser and
Alternate Designated Agency Ethics Official

December 2, 2025

Mr. Steven Fabry
Deputy Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
Department of State
Washington, D.C. 20520

Re: Ethics Undertakings

Dear Mr. Fabry:

The purpose of this letter is to amend my ethics agreement signed on April 2, 2025, to remove my requirement to divest my interest in Avison Young (Canada) Inc. I am amending Section 3 as follows:

I have been advised that the duties of the position of Ambassador may involve particular matters affecting the financial interests of Avison Young (Canda) Inc. The agency has determined that it is not necessary at this time for me to divest my interests in this entity because the likelihood that my duties will involve any such matter is remote. Accordingly, with regard to this entity, 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 for as long as I own 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 have been advised that this amendment to my ethics agreement 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,



Edward Walsh

April 2, 2025

Mr. Richard C. Visek
Acting Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, D.C. 20520

Re: Ethics Undertakings

Dear Mr. Visek:

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 Ambassador to the Republic of Ireland. 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 even if uncompensated; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In addition, 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 the impartiality regulations at 5 C.F.R. Part 2635, Subpart E.

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.

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

I have a managed account, and I will direct the account manager to obtain 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 monitor whether the account manager is following this direction regarding prior approval.

I will receive a live ethics briefing from a member of the ethics office 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 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 – RESIGNATIONS

Upon confirmation, I will resign from my position as Managing Member of Sharp Consulting LLC. 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 Sharp Consulting, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Upon confirmation, I will also resign from my position as President of the following entities:

- The Walsh Company, LLC
- Walsh POE Lighting, LLC
- Walsh Environmental Solutions LLC

I will continue to have a financial interest in each of these entities, but I will not provide services material to the production of income. Instead, I will receive only passive investment income from 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 any of these entities, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 3 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interest in the following entities:

- Alphabet
- Amazon
- Apple
- Microsoft
- Nvidia

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 have verified that I will be able to carry out the divestitures within the timeframe described above.

As soon as practicable but not later than 120 days after my confirmation, I will divest my interest in the following entity:

- Avison Young (Canada) Inc.

With regard to Avison Young (Canada) 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 the entity until I have divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), I have verified that I will be able to carry out the divestitures within the timeframe described above

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 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 4 – ADVANCED TECHNOLOGY SELECT FUND XIX LLC

I will divest my interest in Advanced Technology Select Fund XIX LLC as soon as practicable, but not later than 120 days after my confirmation. Until I divest this entity, 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 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 may divest my interest through an agreement with an individual to purchase this interest at fair market value in exchange for a promissory note for a fixed amount. If there is a default under the promissory note, neither my spouse nor I will accept or receive equity in the asset in lieu of repayment of amounts owed to us. For as long as my spouse and I hold the promissory note, 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 the buyer to repay this note, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until my spouse and I have received full payment of the note, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the buyer is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). I have verified that I will be able to carry out the divestiture within the timeframe described above.

SECTION 5 – RETAINED INTEREST

I have been advised that the duties of the position of Ambassador may involve particular matters affecting the financial interests of Advanced Technology Select Fund XXI LLC. The agency has determined that it is not necessary at this time for me to divest my interests in this entity because my recusal from particular matters in which this entity poses a conflict of interest will not substantially limit my ability to perform the essential duties of the position of Ambassador. Accordingly, 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 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).

SECTION 6 – SPOUSE'S EMPLOYER

My spouse is an employee of Morristown IV Lounge, LLC, and holds an equity interest in Walsh Hydration, LLC, which is the manager of Morristown IV Lounge, LLC. 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 Morristown IV Lounge, LLC or Walsh Hydration, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 7 – PUBLIC NOTICE

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,

Edward Walsh 4-2-25