

March 5, 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 Israel. It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

If confirmed as Ambassador to Israel, 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.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in Israel, 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.

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 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.

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).

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 – BLUE DIAMOND HORIZONS, INC. AND SUBSIDIARIES

I own Blue Diamond Horizons, Inc. and serve as its Chief Executive Officer, and my spouse is an employee. Upon confirmation, I will resign from my position with Blue Diamond Horizons, Inc., but will continue to own the company. Due to my continued ownership of Blue Diamond Horizons, Inc., I will have a financial interest in this entity, but I will not provide services material to the production of income to this entity or to any of its subsidiaries. Instead, I will receive only passive investment income from this entity and its subsidiaries, with the exception of Blue Diamond Travel, LLC, discussed below. 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 Blue Diamond Horizons, Inc. and its subsidiaries, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

All amounts owed to me will be fixed before I assume the duties of the position of Ambassador to Israel, and 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 any of these entities to pay these amounts. 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 the entity to which I provided services is a party or represents a party for a period of one year after I last provided service to that entity or until the entity satisfies any outstanding bill, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). Finally, 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).

A subsidiary of Blue Diamond Horizon, Inc., Blue Diamond Travel, LLC, organizes and operates guided trips abroad, including to Israel. As soon as practicable but not later than 90 days after my confirmation, I will divest my interest in Blue Diamond Travel, LLC to my adult son. 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 Blue Diamond Travel, LLC, 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 this divestiture within the timeframe described above. After I divest my interest, 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 Blue Diamond Travel, LLC is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – BLUE DIAMOND COMMUNICATIONS, LLC

I am the sole proprietor of Blue Diamond Communications, LLC. Upon confirmation, Blue Diamond Communications, LLC will cease engaging in any business. During my appointment to the position of Ambassador to Israel, Blue Diamond Communications, LLC will remain dormant and will not advertise. I will not perform any services for this entity, except that I will comply with any court orders or subpoenas and any requirements involving legal filings, taxes, and fees that are necessary to maintain the entity while it is in an inactive status. As Ambassador to Israel, 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 Blue Diamond Communications, LLC.

SECTION 4 – OTHER RESIGNATIONS

I have resigned from my positions with the following entities:

- One Share Health (resigned December 2024)
- Kennedy Center (resigned September 2024)
- Trinity Broadcasting Network (resigned January 2025)

- Founders Intent, LLC (resigned January 2025)

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 5 C.F.R. § 2635.502(d).

SECTION 5 – BANYAN HILL

I received honoraria for moderating multiple events for Banyan Hill. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after I last provided services to Banyan Hill, 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).

SECTION 6 – NEWSLETTER

I write a newsletter for Substack. Upon confirmation, I will cease writing the newsletter, and I understand that I may not perform any services for the newsletter or Substack during my appointment to the position of Ambassador. My adult son will continue to write and publish the newsletter, and Substack will continue to pay subscription fees to Blue Diamond Media, LLC for the newsletter. 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 Substack to pay subscription fees, 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). 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 that Substack is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 7 – WEBSITE

I have a website, mikehuckabee.com, that provides information about and access to my newsletters, articles, books and other work. Upon confirmation, I will take down my website and it will remain down during my appointment to the position as Ambassador.

SECTION 8 – 2003 A.B.W. TRUST

I will retain my position as a trustee of the 2003 A.B.W. Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Ambassador to Israel. 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 2003 A.B.W. 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).

SECTION 9 – HUCKPAC

I am also associated with Huck PAC, Inc. If confirmed for the position of Ambassador to Israel, Huck PAC, Inc. will become dormant; during my tenure as Ambassador, any funds

associated with this entity will be used only for expenditures related to maintaining it. During my tenure as Ambassador, the PAC will not accept or receive any funds. 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 Huck PAC, Inc. is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 10 – DIVESTITURES

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

- Amazon
- Exxon Mobil Corp.
- FedEx Corp.
- Fiserv, Inc.
- General Electric Co.
- IDT Corp.
- Johnson & Johnson
- Marvell Technology Group
- Masco Corp
- Terex Corp.
- Toyota Motor Corp.
- Tyson Foods Inc.
- Warner Bros. Discovery Inc.
- Wells Fargo & Co.

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.

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 11 – INTELLECTUAL PROPERTY

Before learning of my consideration for a possible nomination to a position at the Department of State as Ambassador to Israel, I received an advance from Harper Collins for a book unrelated to my duties that I have agreed to write. I am contractually due one more advance in February, 2029 and 10% royalties on book sales. I understand that I may not work on this book or perform any other services for compensation during my appointment to the position of Ambassador to Israel. 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 Harper Collins is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My services as host of a show on Trinity Broadcasting Network (TBN) and a show on Founders Intent, LLC, an affiliate of TBN, ended in January 2025. However, payments for television advertising on those networks will continue to be made to Blue Diamond Horizons, Inc. from the networks and from individual advertisers. 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 those networks and individual advertisers to make these payments 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). 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 those networks or an individual advertiser 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 licensed my name, image, and likeness. I will not enter any new licenses during my appointment to the position of Ambassador. However, I will continue to get paid for previous licenses. 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 a licensee to make these payments 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). 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 licensee is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 12 – 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 "Michael Huckabee", with a long horizontal flourish extending to the right.

Michael Huckabee