

George Robert Wallace

May 15, 2019

Mr. Scott A. de la Vega
Designated Agency Ethics Official
U.S. Department of the Interior
1849 C Street, NW
Washington, DC 20240

Dear Mr. de la Vega:

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 Assistant Secretary for Fish and Wildlife and Parks, U.S. Department of the Interior (Department).

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.

Within 90 days of my confirmation, I will divest my interests in the entities listed in Attachment A. 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).

If I am confirmed as Assistant Secretary for Fish and Wildlife and Parks, I am aware that I am prohibited by 30 U.S.C. § 1211(f) from holding a financial interest in any surface or underground coal mining operations. I further understand that pursuant to 5 C.F.R. § 3501.103(b), a Department supplemental ethics regulation, I am prohibited from acquiring or holding any direct or indirect financial interest in Federal land or resources administered or controlled by the Department. In addition to 5 C.F.R. § 3501.103(b) which prohibits me from acquiring or holding any direct or indirect financial interest in Federal land or resources administered or controlled by the Department, I also understand that my spouse and I are prohibited by 5 C.F.R. § 3501.103(c) from acquiring or retaining any claim, permit, lease, small tract entries, or other rights granted by the Department in Federal Lands. To comply with these requirements, within ninety (90) days of my confirmation, I will also divest my overriding royalty interests and the working interest listed in Attachment B. With regard to each of these

interests, 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 payors or operators of these interests 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).

Prior to assuming the duties of my position, I will resign from my position as President of the i2CF1, LLC, which does business as the Upper Green River Conservancy in the State of Wyoming. Additionally, prior to assuming the duties of my position, I will complete a sale of 100% percent of my financial interest in i2CF1, LLC to i2 Capital Management. Consideration for this sale will be paid in two installment payments: the first 50% installment payment at the closing date, and the second 50% installment payment on June 30, 2021. The total of these two installment payments will be full payment of the fair market value of my interest in i2CF1, LLC. Additionally, the terms of this sale will prohibit me from reassuming possession of i2CF1, LLC as, for example, in the case of default or other circumstances that could occasion such an outcome. For as long as the second installment payment is outstanding, 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 i2 Capital Management, to pay the second installment payment, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). For one year after my resignation or for as long as the second installment payment is outstanding, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know that i2CF1, LLC or i2 Capital Management is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Prior to assuming the duties of my position, I will also complete a sale of my financial interest in i2 Capital Operating, LLC, which provides business management services for i2CF1, LLC and other entities, and will receive full payment of the fair market value of this interest from i2 Capital Management. Additionally, the terms of this sale will prohibit me from reassuming possession of the business as, for example, in the case of default or other circumstances that could occasion such an outcome.

I am the sole owner of the Rob Wallace Group, LLC, an entity through which I provide consulting services to i2CF1, LLC. During my appointment to the position of Assistant Secretary for Fish, Wildlife and Parks, this entity will remain dormant and will not advertise. I will not perform any services for this entity except that I will comply with any requirements involving legal filings, taxes, and fees that are necessary to maintain the Rob Wallace Group, LLC while it is in an inactive status. 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 Rob Wallace Group, LLC. Additionally, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of the Rob Wallace Group, LLC 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).

Upon confirmation, I will resign from my positions with the following entities: the Grand Teton National Park Foundation, the University of Wyoming's School of Energy Resources, the

Teton Science School, the Jackson Hole Land Trust, and the Teton Village Water and Sewer Board. I previously resigned from the Jackson Hole Historical Society in January 2019. 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 position with Villa Vincent LLC, an entity through which I hold real estate. 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 will retain my position as a trustee of the Family Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Assistant Secretary for Fish and Wildlife and Parks. 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 Family 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).

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 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), or obligations of the United States.

I will meet in person with you during the first week of my service in the position of Assistant Secretary for Fish and Wildlife and Parks 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 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,

A handwritten signature in blue ink that reads "George Robert Wallace". The signature is written in a cursive, flowing style.

George Robert Wallace

George Robert Wallace

Attachment A to Ethics Agreement

1	Air Products and Chemicals Inc. stock
2	Linde PLC stock
3	Comcast stock
4	AT&T stock
5	Hess stock
6	Schlumberger stock
7	Chevron stock
8	Exxon Mobil Corp. stock
9	Phillips 66 stock
10	Vanguard Information Technology ETF
11	Cisco Systems Inc. stock
12	Harris Corp. stock
13	Apple stock
14	Accenture stock
15	International Business Machines stock
16	Oracle Corp. stock
17	Analog Devices stock
18	Intel Corp. stock
19	Qualcomm stock
20	Microsoft stock
21	Eversource Energy stock
22	NextEra Energy stock
23	WEC Energy Group stock
24	General Electric Corp. stock

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Attachment B to Ethics Agreement

1	Overriding Royalties in Sweetwater County, Wyoming - Amplify Acquisition Co, Inc., including royalty interests held in Family Trust
2	Overriding Royalties in Converse County, Wyoming - Shell Trading (US) Company, including royalty interests held in Family Trust
3	Overriding Royalties in Carbon County, Montana - Vanguard Natural Gas, LLC, including royalty interests held in Family Trust
4	Overriding Royalties in Carbon County, Wyoming and Fremont County, Wyoming - Richardson Operating Company, including royalty interests held in Family Trust
5	Overriding Royalties in Carbon County, Wyoming - Vanguard Natural Gas, LLC, including royalty interests held in Family Trust
6	Overriding Royalties in Park County, Wyoming - Merit Energy Company, LLC, including royalty interests held in Family Trust
7	Overriding Royalties in Carbon County, Montana and Park County, Wyoming - XTO Energy Inc. , including royalty interests held in Family Trust
8	Overriding Royalties in Fremont County, Wyoming - Phoenix Production Company, including royalty interests held in Family Trust
9	Overriding Royalties in Moffat County, Colorado - QEP Energy Company, including royalty interests held in Family Trust
10	Overriding Royalties in Moffat County, Colorado - Wexpro Company, including royalty interests held in Family Trust
11	Overriding Royalties in Moffat County, Colorado - Rocky Mountain Crude Oil, including royalty interests held in Family Trust
12	Working Interest - Park County, Wyoming - XTO Energy Inc., including working interest held in Family Trust