

March 9, 2025

Heather C. Gottry
Designated Agency Ethics Official
and Director, Departmental Ethics Office
U.S. Department of the Interior
1849 C Street, N.W.
Washington, DC 20240

Dear Ms. Gottry:

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 Director of the U.S. Fish and Wildlife Service of the U.S. Department of the Interior. 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 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), or obligations of the United States.

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 (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – LAS PROPERTIES, LLC

Upon confirmation, I will resign from my position as Managing Member and Registered Agent with LAS Properties, 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 LAS Properties, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 3 – NESVIK CATTLE COMPANY

My spouse and I jointly own Nesvik Cattle Company, LLC. Upon confirmation, I will resign from my position as Managing Member and Registered Agent with Nesvik Cattle Company LLC but my spouse will continue to operate the business and will serve as Managing Member of Nesvik Cattle Company LLC. I will continue to have a financial interest in Nesvik Cattle Company LLC, 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 Nesvik Cattle Company LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

In my role as Registered Agent and Managing Member of Nesvik Cattle Company LLC, I serve as an operator on the land owned by Anderson Angus Beef, FLP. In 2023, I personally entered into a three-year contract with the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices on land owned by Anderson Angus Beef, FLP, in which my spouse has a passive equity interest. Under the contract with NRCS, I am entitled to receive payments in 2024, 2025, and 2026 for activities undertaken on the land owned by Anderson Angus Beef, FLP and leased by Nesvik

Cattle Company LLC. Prior to assuming the duties of the position, consistent with the terms of my contact with NRCS, I will forfeit all rights to further payments under the contract and refund to the United States, payments already received in amounts determined by NRCS, unless NRCS consents to a modification of the contract reflecting my spouse's new service as the Registered Agent and Managing Member of Nesvik Cattle Company LLC.

SECTION 4 – WYOMING GAME AND FISH DEPARTMENT

My term as Director of the State of Wyoming Game & Fish Department, a state cabinet-level department, ended on September 30, 2024. For a period of one year after the end of my term as Director of the Wyoming Game & Fish Department, I understand that I will have a "covered relationship" under the impartiality regulation at 5 C.F.R. § 2635.502 with the State of Wyoming Game & Fish Department. Pursuant to 5 C.F.R. § 2635.502(d) and in consultation with the Designated Agency Ethics Official, I will receive a written authorization to participate personally and substantially in particular matters involving specific parties in which I know the State of Wyoming Game & Fish Department is a party or represents a party. Until such an authorization is granted, I will recuse pursuant to the impartiality regulation at 5 C.F.R. § 2635.502 for a period of one year after my resignation.

SECTION 5 – WESTERN ASSOCIATION OF FISH AND WILDLIFE AGENCIES AND ASSOCIATION OF FISH AND WILDLIFE AGENCIES

I resigned my positions with the Western Association of Fish and Wildlife Agencies (WAFWA) and the Association of Fish and Wildlife Agencies (AFWA) in September 2024. For a period of one year after the end of my term as President, I understand that I will have a "covered relationship" under the impartiality regulation at 5 C.F.R. § 2635.502 with WAFWA and AFWA. Pursuant to 5 C.F.R. § 2635.502(d) and in consultation with the Designated Agency Ethics Official, I will receive a written authorization to participate personally and substantially in particular matters involving specific parties in which I know WAFWA or AFWA is a party or represents a party. Until such an authorization is granted, I will recuse pursuant to the impartiality regulation at 5 C.F.R. § 2635.502 for a period of one year after my resignation.

SECTION 6 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my position as Board Member with The WYldlife Fund. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from The WYldlife Fund, I will not participate personally and substantially in any particular matter involving specific parties in which I know this 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 previously resigned from or terminated my positions with the following entities:

- Wyoming Animal Damage Management Board

- National Conservation Law Enforcement Education Foundation, Inc.

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or termination 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 7 – DIVESTITURES

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

- Alphabet, Inc.
- Amazon, Inc.
- Intel Corp.
- META Platforms, Inc.
- NVIDIA Corp.
- Polaris, Inc

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 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 minor 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 8 – RETAINED FINANCIAL INTERESTS

I have been advised that the duties of the position of Director of the U.S. Fish and Wildlife Service may involve particular matters affecting the financial interests of the following entities:

- Applied Materials, Inc.
- ASML Holding
- NuScale Power Corp.
- Sempra

The agency has determined that it is not necessary at this time for me to divest my interests in these entities because my recusal from particular matters in which these interests pose a conflict of interest will not substantially limit my ability to perform the essential duties of the position of Director. Accordingly, 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 entities 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).

SECTION 9 – DE MINIMIS EXEMPTION

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).

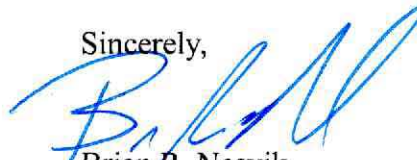
SECTION 10 – AGENCY SPECIFIC REQUIREMENTS

If I am confirmed as Director of the U.S. Fish and Wildlife Service of the U.S. Department of the Interior, 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 operation. Additionally, I am aware that my position is subject to the prohibitions against holding any financial interest in federal lands or resources administered or controlled by the U.S. Department of the Interior extended to me by supplemental regulation, 5 C.F.R. § 3501.103(b). Therefore, I will not hold any such interests during my appointment to the position of Director of the U.S. Fish and Wildlife Service. Finally, I understand that I, my spouse, and any minor children must also comply with the requirements in 5 C.F.R. § 3501.103(c).

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,



Brian R. Nesvik