

February 15, 2025

Mr. John Havranek
Designated Agency Ethics Official
U.S. Department of Homeland Security
2707 Martin Luther King Jr. Ave., SE
Washington, DC 20528

Dear Mr. Havranek:

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 Deputy Secretary of the Department of Homeland Security. 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 – INTERNATIONAL BUSINESS MACHINES (IBM)

I resigned from my position with International Business Machines (IBM) on January 17, 2025. Upon my resignation, I forfeited all of my unvested restricted stock units and all of my unvested stock options. I hold stock and vested stock options with IBM, but I do not hold any other equity interests, including vested restricted stock units or restricted stock. I will divest my vested stock options and stock in IBM, as soon as practicable but not later than 90 days after my confirmation. If I divest the stock options by exercising them, I will divest the resulting stock as soon as practicable but not later than 90 days after my confirmation. In addition, in April 2025 I will receive an annual bonus for calendar year 2024, pursuant to the IBM Annual Incentive Program. 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 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. Until I have received the annual bonus, 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 IBM to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I also will not participate personally and substantially in any particular matter involving specific parties in which I know IBM 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 – GLOBAL CONDUCTOR, INC.

I resigned from my position with Global Conductor, Inc. in December 2024 and sold my interest in the company for a promissory note. Pursuant to the promissory note, Global Conductor, Inc. will pay me a monthly amount at a fixed, fair market interest rate. Under the terms of the promissory note, future amounts owed to me under the promissory note could be adjusted downward if cash flow falls short, but under no circumstances would the amount of the promissory note ever be adjusted upward. Because I will continue to hold this promissory note whose value could be adjusted downward, 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 Global Conductor, Inc, 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). In addition, if Global Conductor, Inc. defaults on the promissory note, I will not receive equity in Global Conductor, Inc. to satisfy the outstanding amount owed to me.

SECTION 4 – PROSPECT HOUSE MEDIA DBA AMERITOCRACY (PODCASTS)

I am the sole proprietor of Prospect House Media dba Ameritocracy (Ameritocracy), which hosts a self-published podcast entitled “Ameritocracy.” I understand that I may not work on these podcasts or perform any other services for compensation during my appointment to the position of Deputy Secretary. As Deputy 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 Ameritocracy, 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 with Casa Youth Shelter. I resigned from my position with America First Policy Institute in December 2024. 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 6 – DIVESTITURES

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

- Abbott Laboratories (ABT)
- AbbVie, Inc. (ABBV)
- Accenture Plc (ACN)
- Adobe, Inc. (ADBE)
- Alphabet, Inc. (GOOG)
- Amazon.com, Inc. (AMZN)
- Amgen Inc. (AMGN)
- Apple, Inc. (AAPL)
- Bank of America Corp. (BAC)
- Berkshire Hathaway Inc. (BRKB)
- Booking Holdings Inc. (BKNG)
- Boston Scientific Corp. (BSX)
- Bristol-Myers Squibb (BMY)
- Broadcom, Inc. (AVGO)
- Caterpillar, Inc. (CAT)
- Chevron Corp. (CVX)
- Cisco Systems, Inc. (CSCO)
- Citigroup, Inc. (C)
- The Coca-Cola Co. (KO)
- Costco Wholesale Corp. (COST)
- Eli Lilly & Co. (LLY)

- Exxon Mobil Corp. (XOM)
- GE Aerospace Com New (GE)
- Goldman Sachs Group Inc (GS)
- The Home Depot, Inc. (HD)
- Honeywell International, Inc. (HON)
- Intuit, Inc. (INTU)
- Intuitive Surgical, Inc. (ISRG)
- JPMorgan Chase & Co. (JPM)
- Linde Plc (LIN)
- Lowe's Cos., Inc. (LOW)
- Mastercard, Inc. (MA)
- McDonald's Corp. (MCD)
- Merck & Co., Inc. (MRK)
- Meta Platforms Inc. Class A Common Stock (META)
- Microsoft Corp. (MSFT)
- Morgan Stanley (MS)
- Netflix, Inc. (NFLX)
- NextEra Energy, Inc. (NEE)
- NVIDIA Corp. (NVDA)
- Oracle Corp. (ORCL)
- Palantir Technologies Inc. Class A Common Stock (PLTR)
- Pfizer Inc. (PFE)
- Philip Morris International, Inc. (PM)
- Procter & Gamble Co. (PG)
- QUALCOMM, Inc. (QCOM)
- Raytheon Technologies Corporation Common Stock (RTX)
- S&P Global, Inc. (SPGI)
- Salesforce.com, inc. (CRM)
- ServiceNow, Inc. (NOW)
- Tesla, Inc. (TSLA)
- Texas Instruments Incorporated (TXN)
- The TJX Cos., Inc. (TJX)
- The Walt Disney Co. (DIS)
- Union Pacific Corp. (UNP)
- UnitedHealth Group, Inc. (UNH)
- Verizon Communications, Inc. (VZ)
- Visa, Inc. (V)
- Walmart, Inc. (WMT)
- Wells Fargo & Co. (WFC)

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 7 – REVOCABLE FAMILY TRUST

I will retain my position as a trustee of the Revocable Family Trust #1. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Deputy 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 the Revocable Family Trust #1, 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 8 – SPOUSE EMPLOYMENT

My spouse is employed by Garden Grove Unified School District, a position for which my spouse receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Garden Grove Unified School District, I will not participate personally and substantially in any particular matter involving specific parties in which I know Garden Grove Unified School District, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 9 – 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,


Troy Dean Edgar