

September 28, 2023

Mr. Richard C. Visek
Principal Deputy 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; 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 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.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will direct the account manager or investment professional 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 or investment professional 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 understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of federal, state and local government.

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 – TRUSTEE POSITIONS THAT I WILL RETAIN

I will retain my positions as trustee of the Revocable Trust #1 and the Family Trust #1. I will not receive any fees for the services that I provide as a trustee of these trusts 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 these trusts, 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 3 – LINDSAY GOLDBERG LLC

Upon confirmation, I will resign from my position as Managing Partner with Lindsay Goldberg LLC. If I resign on or before December 31, 2023, I will not receive a bonus for any portion of 2023 that I work for Lindsay Goldberg LLC. If I resign after December 31, 2023, I will only receive a bonus for 2023 if I am still at the firm when bonuses are paid in 2024. I will not receive a bonus for calendar year 2024. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from Lindsay Goldberg LLC, I will not participate personally and substantially in any particular matter involving specific parties in which I know Lindsay Goldberg LLC is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Through my position with Lindsay Goldberg LLC, I have carried interest and profit-sharing agreements with Lindsay Goldberg GP IV, LLC, and Lindsay Goldberg GP, IV, Offshore AIV LLC. I will retain my carried and profits-sharing agreements. In addition, I am entitled to payment of undistributed profits held by both entities. Undistributed profits will be paid to me at the conclusion of the entity according to the entity's policy and practice. I have been advised that there is a remote possibility that the duties of the position of Ambassador to Israel may involve particular matters affecting the financial interests of these entities. Because the likelihood that my duties will involve such matters is remote, the agency has determined that it is not necessary at this time for me to divest my interests in these entities. At this time, my interests in these entities do not pose any conflicts. However, you have explained that there is a heightened risk of a conflict of interest if any of these entities are acquiring new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to these entities and their holdings and I will monitor the investment information made available to me regarding these entities and consult as appropriate with the ethics office at the Department of State. If in the future the holdings of any of these entities are determined to pose a conflict with the performance of my official duties, then I may be directed to divest my financial interest in the entity. In that event, I will do so within 90 days of such order. 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 or its underlying holdings, 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). Finally, with respect to each entity that does not qualify as an excepted investment fund, pursuant to 5 C.F.R. § 2634.309, I will also timely file periodic transaction reports (OGE Form 278-T) for all covered transactions involving holdings of the fund.

SECTION 4 – Blend Labs Inc.

Upon confirmation, I will resign my position with Blend Labs, Inc. I have vested stock options in Blend Labs, Inc. I do not have unvested stock options or any other equity in Blend Labs, 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 Blend Labs, Inc., unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 5 – Creation Technologies

Upon confirmation, I will resign my position with Creation Technologies. I have a financial interest in Creation Technologies through my carried and profit interest in Lindsay Goldberg GP IV, 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 Creation Technologies, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 6 – RESIGNATIONS

Upon confirmation, I will resign from my positions with the following entities:

- Center on Budget and Policy Priorities
- Financial Services Volunteer Corp.
- National Committee on U.S. China Relations
- Harry Walker Agency
- National Library of Israel USA
- Galen Mental Health, LLC

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 one of these entities 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 – LEAVE OF ABSENCE

While I am in government, Columbia University has agreed to convert my position from visiting professor to adjunct professor and to place me in an unpaid leave of absence 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 Columbia University, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for either the exemption at 5 C.F.R. § 2640.203(b) or another regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 8 – SPOUSE EMPLOYMENT

My spouse is employed by Quinnipiac University, in a position for which she 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 Quinnipiac University, I will not participate personally and substantially in any particular matter involving specific parties in which I know Quinnipiac University 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,

A handwritten signature in black ink, appearing to read 'Jacob Lew', with a stylized, flowing script.

Jacob Lew