

March 9, 2022

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 U.S. Ambassador to the Republic of Trinidad and Tobago. 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; 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.

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 the Republic of Trinidad and Tobago, because they may be more likely than other companies to seek official assistance from or make other 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.

I have managed accounts and during my appointment, I will direct the account managers 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 managers are following this direction regarding prior approval.

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).

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 – AESA INC. ALSO D/B/A STRATEGIC SOLUTIONS GROUP

I am the President and owner of a consulting company, Aesa Inc. also d/b/a Strategic Solutions Group. Upon confirmation, my consulting company will cease engaging in any business, including the representation of clients. During my appointment to the position of U.S. Ambassador to the Republic of Trinidad and Tobago, Aesa Inc. also d/b/a Strategic Solutions

Group will remain dormant and will not advertise. I will not perform any services for Aesa Inc. also d/b/a Strategic Solutions Group, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the corporation 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 Aesa Inc. also d/b/a Strategic Solutions Group. All amounts owed to me by any of my clients will be fixed before I assume the duties of U.S. Ambassador to the Republic of Trinidad and Tobago, 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 clients to pay these amounts. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I also 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).

SECTION 3 – THE COPPERFISH LIVING TRUST

I will retain my position as a co-trustee of the The Copperfish Living Trust. I will not receive any fees for the services that I provide as a co-trustee during my appointment to the position of U.S. Ambassador to the Republic of Trinidad and Tobago. I am also a beneficiary of this trust. 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 Copperfish Living 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 4 – RESIGNATIONS

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

- Greater LA Education Foundation
- Head Start California
- The Malibu Foundation
- MLK Health and Wellness Community Development Corporation
- Women Founders Network
- Beacon Rose Partners, LLC
- Driving Force Group

I have already resigned from my position with Charles Drew University of Medicine and Science. 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).

In addition, prior to assuming the duties of U.S. Ambassador to the Republic of Trinidad and Tobago, I will resign from my position on the Clean Energy Access Working Group. The

Clean Energy Access Working Group is a working group launched by Southern California Edison in partnership with The Greenlining Institute. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from this working group, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Clean Energy Access Working Group, Southern California Edison, or The Greenlining Institute is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Furthermore, upon confirmation, I will cease providing advisory services to Dr. Phyllis Magrab. Dr. Magrab is a professor at Georgetown University and the Director of the Georgetown University Center for Child and Human Development. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation as an uncompensated advisor for Dr. Magrab, I will not participate personally and substantially in any particular matter involving specific parties in which I know Dr. Magrab 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 – SPOUSE EMPLOYMENT

My spouse is Chief Executive Officer and managing member of a record label, Hidden Beach Records, LLC, which does business as Hidden Beach Recordings. 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 Hidden Beach Recordings, 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

My spouse also provides executive producer services as the sole proprietor and Chief Executive Officer of Vision & Task Enterprises, 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 Vision & Task Enterprises, Inc., 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse 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 – ARES CAPITAL CORPORATION

My spouse serves on the board of directors for Ares Capital Corporation. As a requirement of his board service, he also owns a financial interest in Ares Capital Corporation. I have been advised that there is a remote possibility that the duties of the position of U.S. Ambassador to the Republic of Trinidad and Tobago may involve particular matters affecting the financial interests of this entity. Because the likelihood that my duties will involve such matters is remote, the U.S. Department of State has determined that it is not necessary at this time for me to divest my interests in this entity. At this time, Ares Capital Corporation does not pose any conflicts. However, you have explained that there is a heightened risk of a conflict of interest

because this entity is acquiring new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to this entity and its holdings and I will monitor the investment information made available to me regarding this entity and consult as appropriate with the ethics office at the U.S. Department of State. With regard to Ares Capital Corporation, 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 Ares Capital Corporation 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).

SECTION 7 – 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 cursive script that reads "Candace Bond". The signature is written in dark ink and is positioned above the printed name.

Candace Bond