

August 3, 2017

Joseph Maher
Designated Agency Ethics Official
Department of Homeland Security
Washington, D.C. 20528-0485

Dear Mr. Maher,

The purpose of this letter is to describe the steps I will take to avoid any actual or apparent conflict of interest in the event I am confirmed for and appointed to the position of General Counsel, Department of Homeland Security.

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:¹ 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.

If confirmed by the United States Senate, prior to assuming the duties of General Counsel, Department of Homeland Security, I will resign from my positions with The Heritage Foundation and Merton College Charitable Corporation, and as Trustee of my Family Trust. 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 any 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).

The Heritage Foundation may pay me a *pro rata* bonus that covers only the period of calendar year 2017 prior to my resignation. The amount of this bonus will be calculated and paid to me by The Heritage Foundation prior to assuming the duties of General Counsel, and I will forfeit any amounts not paid to me prior to assuming the duties of General Counsel. If I receive the bonus, I will not participate personally and substantially in any particular matter involving specific parties in which I know The Heritage Foundation is a party or represents a party for a

¹ Subject to applicable U.S. Office of Government Ethics and other federal government legal and policy guidance.

period of two years from the date on which I receive the bonus, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). During my appointment to the position of General Counsel, I will not receive any payments from The Heritage Foundation and will not have any other right or claim for further payments from The Heritage Foundation.

As a former executive with Raytheon Company, I will continue to participate in the Raytheon Company deferred compensation plan. During my appointment to the position of General Counsel, for as long as I continue to participate in such deferred compensation plan, as required by 18 U.S.C. § 208(a) 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 Raytheon Company to provide the foregoing contractual benefit, 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).

Upon confirmation, I will resign from my position with Valaurum, Inc. Because I will continue to hold stock and stock options in Valaurum, Inc., during my appointment to the position of General Counsel, as required by 18 U.S.C. § 208(a), 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 Valaurum, Inc., unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

I am the sole shareholder of Team Baseballs, Inc., which has occasionally acquired and sold items. During my appointment to the position of General Counsel, the corporation will not acquire new items. If I continue to maintain the Team Baseballs, Inc., website domain name and home page, I will delete the pages from the website on which books and other items are sold or on which there are endorsements pertaining to any other parties or references to my expert commentary. I will delete or disable any navigation links from the home page, and I will add a statement to the home page that the website is inactive. During my appointment to the position of General Counsel, the corporation will be inactive and I will not perform any services for the corporation, except that the corporation will comply with any and all requirements involving corporate and legal filings, preparation and filing of tax returns, and payment of taxes and fees, and I may participate in such activities. During my appointment to the position of General Counsel, as required by 18 U.S.C. § 208(a), 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 Team Baseballs, Inc., unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

I am the sole shareholder of Southeast Property Development Corporation ("SPDC"), which holds one undeveloped parcel of land in Georgia. During my appointment to the position of General Counsel, SPDC will be inactive and will not acquire new property, and I will not perform any services for SPDC or represent SPDC in any way, except that SPDC may (1) sell the land, and (2) comply with any and all requirements involving corporate and legal filings,

preparation and filing of tax returns, and payment of taxes and fees; and I may participate in such activities. Another officer of SPDC will address, on behalf of SPDC, any and all zoning, permitted use, tax assessment, and eminent domain matters that arise relating to the land. I may receive investment income from SPDC. During my appointment to the position of General Counsel, as required by 18 U.S.C. § 208(a), 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 SPDC unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

During my appointment to the position of General Counsel, I will not actively participate in the management of or provide other services to Rosedale Manor Associates, L.L.P. (“Rosedale”), and I will grant a proxy for voting my partnership interest on issues relating to the management of the partnership. I may receive investment income from Rosedale. During my appointment to the position of General Counsel, as required by 18 U.S.C. § 208(a), 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 Rosedale, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

I may receive compensation for sales of my book, *Team Baseballs: Artifacts of the Game*, from Amazon and from sales that my co-author’s company makes through conferences, events, and other marketing efforts. I will not personally participate in sales of my book. During my appointment to the position of General Counsel, I will not participate personally and substantially in any particular matter involving specific parties in which I know my co-author is a party or represents a party, unless I am first authorized to participate pursuant to 5 C.F.R. § 2635.502(d).

If I have a managed account or otherwise use the services of an investment professional during my appointment to the position of General Counsel, 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), obligations of the United States, or municipal bonds.

I will meet in person with you during the first week of my service in the position of General Counsel in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will also document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described 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.

Finally, 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.

Sincerely,

A handwritten signature in blue ink, appearing to read "John M. Mitnick", with a stylized, flowing script.

John M. Mitnick