

DATE: 11 Sept 2018

Mr. David P. Huitema  
Alternate Deputy Legal Adviser and  
Designated Agency Ethics Official  
Office of the Legal Adviser  
Department of State

Re: Ethics Undertakings

Dear Mr. Huitema:

I am committed to the highest standards of ethical conduct for government officials. If confirmed as Ambassador to the Kingdom of Saudi Arabia, and 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: 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in the Kingdom of Saudi Arabia, 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 to recuse where appropriate.

My spouse and I own JPA Partners LLC, an entity through which I provide consulting services. Upon confirmation, I will resign from my position as Senior Partner of JPA Partners LLC, and I will become a non-managing member of this entity. During my appointment, I will not manage this entity or provide any other services to it. Instead, I will receive only passive investment income from it. As Ambassador, 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 JPA Partners LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In addition, I 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). I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client or former client of my spouse is a party or represents a party, for a period of one year after my spouse last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with RPM, Inc. I hold stock and unvested restricted stock. I do not hold vested restricted stock or stock options. Pursuant to the terms of my restricted stock grant, my unvested restricted stock will vest upon separation from service on the Board. Because I will continue to own stock in RPM, 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 RPM, 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).

Upon confirmation, I will resign from my position with Virtu Financial, Inc. I hold stock and unvested restricted stock units. I do not hold vested restricted stock or stock options. I intend to ask Virtu Financial, Inc. to vest my unvested restricted stock units. Upon my appointment, however, I will forfeit any restricted stock units that are unvested as of the date of my appointment. Because I will continue to own stock in Virtu Financial, 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 Virtu Financial, 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). If Virtu Financial, Inc. vests any of my restricted stock units, I also 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 for a period of two years from the date on which my restricted stock units vested, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

Upon confirmation, I will resign from my position with Torch Hill Investment Partners (Torch Hill). I have a carried interest in this entity and will receive a final partnership distribution of 5% of the profit from Torch Hill upon final sale of all assets. I do not hold stock, stock options, or other equity interests in this entity. Because I will continue to hold a carried interest in this entity, 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 Torch Hill or its 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). Additionally, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know Torch Hill is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my positions with USAA, Institute for Defense Analysis, the Council on Foreign Relations, and the National Infantry Museum Foundation. I previously resigned from my position with Audia Group. For a period of one year from the date of 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, upon confirmation, I also will cease providing consulting services to the Rand Corporation and the Sierra Nevada Corporation. All amounts owed to me by these entities will be fixed before I assume the duties of the position of Ambassador, 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 entities to pay these amounts. For a period of one year from the date I cease providing consulting services, 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, I 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).

I will retain my position as a trustee of the Family Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Ambassador. 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 Family 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).

Within 90 days of my confirmation I will divest my interests in the companies listed in Attachment A of this document. Within 180 days of my confirmation I will divest my interests in Palantir Technologies 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).

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 5 C.F.R. Part 2635, Subpart E.

I have managed accounts, and 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 exemption 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.

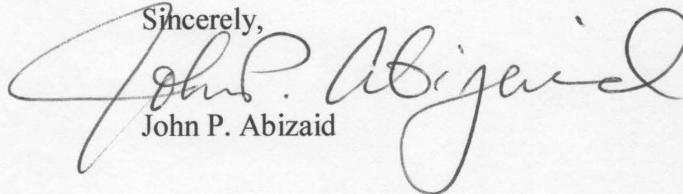
If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my financial interests in securities, I will monitor the value of those interests. If the aggregate value of interests affected by a particular matter increases and exceeds the *de minimis* threshold, I will not participate 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).

I will receive a live ethics briefing from a member of the ethics office after my confirmation but no later than 15 days after my appointment as required under 5 C.F.R. § 2638.305, unless granted an extension under that regulation. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

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.

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.

Sincerely,

A handwritten signature in cursive script, reading "John P. Abizaid". The signature is fluid and stylized, with a large initial "J" and a long, sweeping underline.

John P. Abizaid

## **Attachment A**

1. Boeing
2. Cabot Oil and Gas
3. Cisco Systems
4. Conoco Phillips
5. EOG Resources
6. Haliburton
7. Honeywell
8. Lockheed Martin
9. Occidental Petroleum
10. Palantir Technologies Inc.
11. Raytheon
12. Royal Dutch Shell
13. United Technologies