

August 5, 2019

Mr. Richard C. Visek
Deputy Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
Department of State

Re: Ethics Undertakings

Dear Mr. Visek:

I am committed to the highest standards of ethical conduct for government officials. If confirmed as Ambassador to the Kingdom of Morocco, 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 Morocco, 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.

Upon confirmation, I will resign from all my positions with the Suburban entities (*see* Attachment A) of which I am also part owner, as well as from 300 Maplelawn, LLC, Airpark, LLC, Jayhawk Partners, LLC, Global Logistics Services, LLC, Southeastern Michigan Accessory Center, LLC, Suburban Founders Stock, Inc., fka Leftlane.com, Inc, and Seranade Marine Ventures, Ltd. I will continue to have a financial interest in the above-mentioned entities, but I will not provide services material to the production of income. Instead, I will receive only passive investment income from 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 any one of these entities, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

In addition, upon my confirmation I will also resign from my positions with the following entities:

- Fischer Family Foundation
- The Fischer Family Fund, Inc.
- College for Creative Studies

- The Community Foundation for Southeast Michigan
- The Detroit Institute of Arts

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).

Upon confirmation, I will resign from my position with the Fischer Resource Trust. 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 to the Kingdom of Morocco, 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 Fischer Resource Trust, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I will retain my position as a trustee of the David T. Fischer Living Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Ambassador to the Kingdom of Morocco. 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 David T. Fischer 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).

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 will divest my interests in the following companies, within 90 days of my confirmation.

- 3M
- Chevron Ltd.
- United Parcel Service
- Johnson & Johnson
- Microsoft Corp.
- Yum Brands
- Yum China Holdings
- Proctor & Gamble
- Sensient
- Exxon Mobil
- Apple
- Amazon
- Alphabet
- Hexcel
- Alphakeys Private Equity Fund

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 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 have been advised that there is a remote possibility that the duties of the position of Ambassador to the Kingdom of Morocco may involve particular matters affecting the financial interests of the Suburban California Investments, LLC. 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 interest in this entity. At this time, the fund does not pose any conflicts. However, you have explained that there is a heightened risk of a conflict of interest if this fund acquires new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to this fund and its holdings and I will monitor the investment information made available to me regarding this fund and consult as appropriate with the Office of the Legal Adviser for Ethics and Financial Disclosure at the Department of State. If in the future the holdings of this fund are determined to pose a conflict with the performance of my official duties, then I may be directed to divest my interest in this fund. In that event, I will do so within 90 days of such order. With regard to this fund, 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 fund 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, I will also timely file periodic transaction reports (OGE Form 278-T) for all covered transactions involving holdings of the fund.

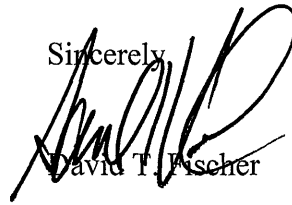
I have managed accounts, and I will direct the account managers to obtain my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the exemption at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds. I will monitor whether the account managers are following this direction regarding prior approval.

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 black ink, appearing to read "David T. Fischer", written over the printed name.

David T. Fischer

Attachment A

Suburban Employee Services, LLC
Suburban Ann Arbor, LLC
Suburban Ann Arbor 2, LLC
Suburban Ann Arbor 3, LLC
Suburban Ann Arbor 4, LLC
Suburban Ann Arbor 5, LLC
Suburban Buick GMC of Ferndale, LLC
Suburban Buick GMC Cadillac, LLC
Suburban Cadillac of Lansing, LLC
Suburban Cadillac of Plymouth, LLC
Suburban Chevrolet, LLC
Suburban Chicago Accessory Center, LLC
Suburban Collection Imported Cars, LLC
Suburban Collision of Troy, LLC
Suburban Collision of Farmington Hills, LLC
Suburban Collision of Ferndale, LLC
Suburban Exotic Motorcars of Michigan, LLC
Suburban Farmington Hills, LLC
Suburban Florida Accessory Center, LLC
Suburban Ford of Ferndale, LLC
Suburban Ford of Sterling Heights, LLC
Suburban Ford of Waterford, LLC
Suburban Garden City, LLC
Suburban Haggerty Imported Cars, LLC
Suburban Hyundai, LLC
Suburban Hyundai of Lansing, LLC
Suburban Imports, LLC
Suburban Imports of Farmington Hills, LLC
Suburban Imports of Troy, LLC
Suburban Infiniti, LLC
Suburban Infiniti of Troy, LLC
Suburban T, LLC
Suburban T of Farmington Hills, LLC
Suburban Troy, LLC
Suburban Agency, LLC
Suburban Automotive Consultants, LLC
Suburban Ann Arbor Road, LLC
Suburban B Lot, LLC
Suburban Crooks Road, LLC
Suburban Country Lane, LLC
Suburban Equities, Inc.
Suburban Financial Services, LLC
Suburban Ford Road, LLC
Suburban Ford Road 2, LLC
Suburban Grand River Property, LLC

Suburban Grand River Property 2, LLC
Suburban Grand River Property 3, LLC
Suburban Grand River Property 4, LLC
Suburban Grand River Property 5, LLC
Suburban Grand River Property 6, LLC
Suburban Haggerty Property, LLC
Suburban Haggerty Property 2, LLC
Suburban Haggerty Property 4, LLC
Suburban Haggerty Property 5, LLC
Suburban Highland Road, LLC
Suburban Jackson, LLC
Suburban Jackson 2, LLC
Suburban Leasing, LLC
Suburban Maple, LLC
Suburban Mapelawn, LLC
Suburban Mapelawn 2, LLC
Suburban Mapelawn 3, LLC
Suburban Mapelawn 4, LLC
Suburban Mapelawn 5, LLC
Suburban Mapelawn 6, LLC
Suburban Mapelawn 7, LLC
Suburban Mapelawn 8, LLC
Suburban Mapelawn 9, LLC
Suburban Mapelawn 10, LLC
Suburban Marketing Services, LLC
Suburban Meijer Drive, LLC
Suburban of Stuart, LLC
Suburban Property 2, LLC
Suburban Stadium, LLC
Suburban Temple City, LLC
Suburban US 12, LLC
Suburban Van Dyke, LLC
Suburban Van Dyke Property, LLC
Suburban Woodward, LLC
Suburban Woodward 2, LLC
Suburban 11 Mile Road, LLC
Suburban Real Estate Holdings, LLC
Suburban Operations Holdings, LLC
Suburban Motors Company, LLC
Suburban FL, Ltd
Suburban Ford of Waterford Reinsurance Company, Ltd.
Suburban Capital 2, LLC
Suburban Capital, LLC
Suburban Properties 3, LLC
Suburban Properties 4, LLC
Suburban Properties 5, LLC
Suburban Properties 6, LLC
Suburban M1, LLC

Suburban California Investments, LLC
Suburban Buick GMC of Troy LLC
Suburban of Troy, LLC
Suburban Maple 2, LLC
The Suburban Collection Holdings, LLC, fka Suburban Collection LP
Suburban Automotive Services Holdings, LLC
Suburban 11 Mile Road 2, LLC
Suburban Jackson 3, LLC