

October 23, 2018

David P. Huitema
Alternate Designated Agency
Ethics Official
U.S. Department of State
Washington, D.C. 20520-6310

Re: Ethics Undertakings

Dear Mr. Huitema:

I am committed to the highest standards of ethical conduct for government officials. If confirmed as U.S. Ambassador to the Republic of Ireland, 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 Ireland 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 myself where appropriate.

Upon confirmation, I will resign from my positions with the following entities: The Irish Garden Club, Masters Basketball National Championships, James W. Wert Irrevocable Trust, The Henry James Philip Greene Trust, and Ohio Research Council. 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 Edward Crawford Group, Inc. I will require that The Edward Crawford Group, Inc. change its name to remove the name "Edward Crawford" from its title. I will not receive any severance payment or bonus, but through my ownership of the company, will be entitled to receive personal administrative, real estate management and investment advice. While I will continue to have a financial interest in this entity, I will not provide services material to the production of income. Instead, I will receive only passive investment income from it. 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).

Upon confirmation, I will resign from my position as President and Director of Park-Ohio Holdings Corp. Upon confirmation, I will also resign or will have resigned from my positions with the entities listed on Attachment A, all of which are subsidiaries of Park-Ohio Holdings Corp. For a period of one year after my resignation from Park-Ohio Holdings Corp., I will not participate personally and substantially in any particular matter involving specific parties in which I know Park-Ohio Holdings Corp. or its subsidiaries is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Pursuant to the CEO Cash Bonus Plan, I will receive a bonus for calendar year 2018 through my resignation date, which will be calculated based on the company's earnings for that period of time. 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 Park-Ohio Holdings Corp. to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I hold stock, the Park-Ohio Stock Fund, vested and unvested restricted shares of stock, and vested restricted stock units in Park-Ohio Holdings Corp., but I do not hold unvested restricted stock units or stock options. Consistent with my Share Agreement, upon my resignation, my vested restricted stock units will be converted to shares and issued to me. I may also receive a severance payment in the form of the acceleration of my unvested restricted shares of stock, a stock award, and/or a cash payment which I will receive before I assume the duties of the position of the U.S. Ambassador to Ireland or I will forfeit it. I will receive no other severance payment. If I receive this severance payment, for a period of two years after my receipt of my departing severance bonus, I will not participate personally and substantially in any particular matter involving specific parties in which I know Park-Ohio Holdings Corp. or any of its subsidiaries is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

I have been informed that Park-Ohio Holdings Corp. is in the process of divesting the company's interests in all subsidiaries with a presence in Ireland, with the exception of QEF Global Holdings Limited (Ireland), which runs an operating entity and owns the real estate on which it sits through QEF Global (Ireland) Limited and Supply Technologies (IRLG) Limited (Ireland). This reformation is underway and is expected to be completed in 2018. If this reformation has not been completed within 90 days of my confirmation, I will then divest all of my interests in Park-Ohio Holdings Corp. within the next 30 days, unless Park-Ohio Holdings Corp. completes the reformation during those 30 days. As long as I continue to hold an interest in Park-Ohio Holdings Corp., 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 Park-Ohio Holdings Corp. or any of its subsidiaries, 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 Hickok Incorporated. I hold stock and stock options, as well as notes receivable indirectly through my ownership of First Francis

Company, Inc. Pursuant to my stock option agreement, I will have 60 days after my resignation to exercise my vested options or they will be forfeited. 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 Hickok Incorporated unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

In addition, upon confirmation, I will resign or will have resigned from my positions with the entities listed on Attachment B. I will not receive any severance payment, bonus or continuing benefits from any of these entities. I will continue to have financial interests in these entities, but will not provide services material to the production of income. Instead, I will receive only passive investment income from each. With regard to 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).

Upon confirmation, I will resign from my position as President of The Edward F. Crawford Foundation. I will not participate personally and substantially in any particular matter involving specific parties in which I know The Edward F. Crawford Foundation is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will divest my interests in the following entities within 90 days of my confirmation: Delta Airlines, Invacare, JP Morgan Chase and Company, and CMWA Capital Appreciation Fund LLC. 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 will retain my unpaid position as trustee of Family Trust #1 and Family Trust #2. I will not receive any fees for the services that I provide as 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 interest of these entities, 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 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.

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 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 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 dark ink, appearing to read "Edward F. Crawford", with a stylized, flowing script.

Edward F. Crawford

Edward F. Crawford
Ethics Agreement dated:
Attachment A
(Resignations, Park-Ohio Subsidiaries)

Ajax Tocco Magnethermic Corp.

ATBD, Inc.

Autoform Tool & Manufacturing, LLC

Bates Rubber, Inc.

Chambersburg Acquisition Corp.

Control Transformer, Inc.

Feco, Inc.

Fluid Routing Solutions, LLC

General Aluminum Mfg. Company

ILS Supply Technologies SA de CV

Integrated Holding Company

Integrated Logistics Holding Company

Integrated Logistics Solutions, Inc.

Lewis & Park Screw & Bolt Company

NABS Supply Technologies S. DE R.L. De C.V.

Park Avenue Travel LTD

Park-Ohio Forged & Machined Products LLC

Park-Ohio Industries, Inc.

Pharmacy Wholesale Logistics, Inc.

PKOH Corp.

Precision Machining Connection LLC

RB&W Manufacturing LLC

Southwest Steel Processing LLC

STMX Gas, Inc. (formerly Pharmaceutical Logistics, Inc.; name changed 02/09/18)

Summerspace, Inc.

Supply Technologies LLC

Supply Technologies Procurement Company, Inc.

The Clancy Bing Company

Tocco, Inc.

Vincent Brookins Company, LTD
Ballybeg Finance Company of Dublin Limited
Elastomeros Tecnicos Moldeados, Inc.
Gateway Industrial Supply LLC
IEGA Industrial Equipment Group Asian Holding Company Limited
IEGE Industrial Equipment Group European Holding Company Limited
Ocean Energy Systems, LLC
ParkOhio Asian Holding Company Limited
ParkOhio European Holding Company Limited
ParkOhio International Holding Company Limited
ParkOhio International Treasury Company Limited
ParkOhio Latin American Holding Company Limited
Park-Ohio Products, Inc.
Snow Dragon LLC
Supply Technologies International Trading (Shanghai) Co., LTD
Wind Energy, Inc.
Park-Ohio Industries Treasury Company, Inc.
Elastomeros Tecnicos Moldeados S. de R. L. de C.V.

Edward F. Crawford
Ethics Agreement dated:
Attachment B
(Resignations, retained financial interest)

Air Power Dynamics, LLC

KMC Corporation

Troy Sunshade Corp.

Carnegie Federal Body, LLC

Crawford Capital Company

Crawford Classic Cars, Inc.

EFC Properties, Inc.

First Francis Company, Inc.

KT Acquisition, LLC

Air Power, LLC

Francis Brookpark, LLC

The Greenhouse Products, LLC

L'Accent De Provence

Lone Peak, LLC

Majic, LLC

Norcimbus F. Crawford IV, Inc.

Parkland Associates LTD

Parkland Investments, LLC

Maple Street Properties, LLC