

June 3, 2026

Heather C. Gottry
Designated Agency Ethics Official
and Director, Departmental Ethics Office
U.S. Department of the Interior
1849 C Street, N.W.
Washington, DC 20240

Dear Ms. Gottry:

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 Assistant Secretary for Insular and International Affairs, U.S. Department of the Interior. 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, even if uncompensated; 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.

If I have a managed account or otherwise use the services of an investment professional during my appointment, 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 regulatory exemption for diversified

mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), or obligations of the United States.

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 will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 –EMPLOYMENT RELATED INTERESTS

I previously resigned from my position as Vice Chairman with Tillman Infrastructure LLC on May 1, 2025, and have no outstanding payments owed to me. I hold stock and vested stock options with Tillman Infrastructure LLC. 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 this entity, 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 previously resigned from my position as Advisor with Tillman Global Holdings, Inc on July 9, 2025, and forfeited any outstanding payments owed to me. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, 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 Tillman Global Holdings, Inc, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I previously resigned from my position as a Board Member of the Board of Directors with Opanga Networks, Inc. in March 2025 and have no outstanding payments owed to me. I hold stock, vested and unvested stock options, and vested common warrant shares with Opanga Networks, Inc. I will forfeit all Opanga Networks, Inc. stock options that are unvested at the time of my confirmation. I will divest my vested stock options, stock, and warrants in Opanga Networks, Inc. as soon as practicable but not later than 90 days after my confirmation. If I divest the stock options by exercising them, I will divest the resulting stock as soon as practicable but not later than 90 days after my confirmation. 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 this 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 have verified that I will be able to carry out the divestitures within the timeframe described above.

Upon confirmation, I will resign from my position as Advisor with AST SpaceMobile, Inc. I previously held unqualified stock options with AST SpaceMobile. Subsequent to filing my nominee financial disclosure report I exercised and sold all of my stock options. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from AST SpaceMobile, Inc., 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 as Board Member of the Board of Directors with Wireless Maritime Services, LLC. I hold vested and unvested profit units with Wireless Maritime Services, LLC. I will forfeit all Wireless Maritime Services, LLC, profits units that are unvested at the time of my resignation. I will divest my vested profits units in Wireless Maritime Services, LLC, as soon as practicable but not later than 90 days after my confirmation. 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 this 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 have verified that I will be able to carry out the divestitures within the timeframe described above. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I also will not participate personally and substantially in any particular matter involving specific parties in which I know Wireless Maritime Services, LLC., 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 as Chairman with Airlinq, Inc. I hold vested and unvested stock options with Airlinq, Inc. I will forfeit all Airlinq, Inc., stock options that are unvested at the time of my resignation. I will divest my vested stock options and stock in Airlinq, Inc., as soon as practicable but not later than 90 days after my confirmation. If I divest the stock options by exercising them, I will divest the resulting stock as soon as practicable but not later than 90 days after my confirmation. 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 this 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 have verified that I will be able to carry out the divestitures within the timeframe described above. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I also will not participate personally and substantially in any particular matter involving specific parties in which I know Airlinq, Inc., 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 as Advisor with Phluence, Inc., (formerly LifeLink Systems, Inc.). I hold stock with Phluence, 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 this entity, 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). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I also will not participate personally and substantially in any particular matter involving specific parties in which I know Phluence, Inc., 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 also resign from my positions with the following entities:

- Sector Seven, Advisor Position
- African Education Foundation, President
- McManus Family Irrevocable Trust, Trustee

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).

I resigned from my former position with AT&T Inc. in 2018. I hold stock in AT&T Inc. As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in AT&T 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 AT&T Inc. 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 have verified that I will be able to carry out the divestitures within the timeframe described above.

At the time of my resignation, I also entered into an exit agreement with AT&T Inc. that entitles me to ongoing benefits; including, a deferred compensation plan, defined contribution plan, health insurance, wireless service, telephone upgrades, high speed broadband and a television streaming service. 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 AT&T Inc., to provide this contractual benefit to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In addition, for as long as I continue to receive these benefits, I will not participate personally and substantially in any particular matter involving specific parties in which I know AT&T, Inc., is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – HEDGEPREMIER/MILLENNIUM USA SC LP - CLASS HH

I will divest my interests in HedgePremier/Millennium USA SC LP - Class HH as soon as permitted under the fund's redemption terms but in no case later than 280 days following my confirmation. I will submit the required notice of withdrawal within 15 days of my confirmation. Until I have divested the 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). I have verified that I will be able to carry out the divestitures within the timeframe described above.

SECTION 4 – OTHER DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the entities listed in Attachment A. Additionally, as soon as practicable but not later than 120 days after my confirmation, I will divest my interests in the entities listed in Attachment B and have verified that I will be able to carry out those divestitures within the timeframe described above. With regard to each of the entities listed in Attachment A and B, 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 and any capital commitment, 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 have verified that I will be able to carry out the divestitures within the timeframe described above.

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 understand that I must submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture and in order to divest assets within the agreed upon timeframe.

I (including my spouse and minor children if applicable) will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 5 – RETAINED FINANCIAL INTERESTS

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my retained 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).

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).

The agency has determined that it is not necessary at this time for me to divest financial interests other than those identified for divestiture in this Ethics Agreement because the likelihood that my duties will involve any such matter is remote. Accordingly, 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 these entities for as long as I own 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).

SECTION 6 - PRIVATE EQUITY HOLDINGS

You have advised me that I do not need to divest my interest in the following funds at this time:

- Aegis Opportunity Fund
- Arthur Ventures Fund 1
- Ascent Capital Fund III, LC
- Ascent Capital S Units
- Canyon Distressed Opportunity Fund
- Curtis Capital Group-Avery Pary-Minneapolis LLC
- Curtis Capital Group-CCP Property Fund III LLC
- HedgePremier Starboard Value Hedge fund
- MDV Ventures
- Pinky Promise Fund 2022 LP
- Star Mountain Lower Middle-Market Capital Corp.

At this time, these funds have stated investment strategies, and disclosed underlying holdings that do not pose any conflict. However, you have explained that there is a heightened risk of a conflict of interest because these funds may acquire new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to these funds and their holdings, and I will monitor all investment information made available to me regarding these funds. If in the future the known holdings of any of these funds are determined to pose a conflict with the performance of my official duties, then I agree that I will divest my interest in such fund(s), including any capital commitment. In that event, I will do so within 90 days of being directed to do so. I have confirmed with my financial managers that this time frame is possible.

Accordingly, with regard to each of these funds, 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 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).

SECTION 7 – AGENCY SPECIFIC REQUIREMENTS

If I am confirmed as Assistant Secretary for Insular and International Affairs, within the U.S. Department of the Interior, I am aware that I am prohibited by 30 U.S.C. § 1211(f) from holding a financial interest in any surface or underground coal mining operation. Additionally, I am aware that my position is subject to the prohibitions against holding any financial interest in federal lands or resources administered or controlled by the U.S. Department of the Interior extended to me by supplemental regulation, 5 C.F.R. § 3501.103(b). Therefore, I will not hold any such interests during my appointment to the position of Assistant Secretary for Insular and International Affairs, within the U.S. Department of the Interior. Finally, I understand that I and my spouse must also comply with the requirements in 5 C.F.R. § 3501.103(c).

SECTION 8 – 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,

William Hague

ATTACHMENT A

- ABB Ltd. – not publicly-traded
- Advanced Micro Devices, Inc. (AMD)
- AES Corporation (AES)
- Alfa Laval ADR – not publicly-traded
- Alphabet Inc (GOOGL), (GOOG)
- Amazon.com, Inc. (AMZN)
- American Electric Power Co., Inc. (AEP)
- Amphenol Corporation (APH)
- APA Corporation (APA)
- Apple Inc. (AAPL)
- Archrock, Inc. (AROC)
- Avista Corporation (AVA)
- Barrick Mining Corporation (B)
- Berkshire Hathaway Inc.
- Cactus, Inc. (WHD)
- Chevron Corporation
- Comcast Corp. (CMCSA)
- ConocoPhillips
- Consolidated Edison, Inc. (ED)
- Contura Energy, Inc. (CTRA)
- Core Natural Resources, Inc. (CNR)
- Devon Energy Corp. (DVN)
- Diamondback Energy, Inc. (FANG)
- Diversified Energy Company (DEC)
- Dominion Energy, Inc. (D)
- Duke Energy Corporation
- Dynamic Equity Managers Portfolio 7 LLC
- Eaton Corp Plc (ETN)
- Energy Select Sector SPDR Fund (XLE)
- ENGIE S.A.
- Entergy Corporation (ETR)
- EQT Corp. (EQT)
- Eversource Energy (ES)
- Expand Energy Corporation (EXE)
- Exxon Mobil Corporation
- Financial Select Sector SPDR Fund (XLF)
- FirstEnergy Corp. (FE)
- Freeport-McMoran Inc (FCX)

- GE Vernova Inc. (GEV)
- HF Sinclair Corporation (DINO)
- Honeywell International Inc. (HON)
- Iberdrola, S.A. – not publicly-traded
- IDACORP, Inc. (IDA)
- iShares MSCI Canada ETF (EWC)
- iShares MSCI Japan ETF (EWJ)
- Kinder Morgan, Inc. (KMI)
- Koninklijke KPN N.V. ADR
- Air Liquide S.A. ADR
- Linde Plc (LIN)
- Lockheed Martin Corporation (LMT)
- Marathon Petroleum Corp. (MPC)
- Meta Platforms, Inc. (META)
- Microsoft Corporation (MSFT)
- The Mosaic Company
- Newmont Corp (NEM)
- NextEra Energy Inc.
- NOV Inc. (NOV)
- NRG Energy, Inc. (NRG)
- NVIDIA Corporation (NVDA)
- Occidental Petroleum Corp. (OXY)
- ONEOK, Inc. (OKE)
- Palantir Technologies Inc. (PLTR)
- PT Telekomunikasi Indonesia Tbk (TLK)
- Phillips 66 (PSX)
- Public Service Enterprise Group, Inc. (PEG)
- Quanta Services Inc. (PWR)
- Rio Tinto Plc (RIO)
- RWE AG
- RWE Aktiengesellschaft ADR
- Shell Public Limited Company
- Southern Company/The (SO)
- SPDR Gold Shares (GLD)
- State Street Corporation (STT)
- Taiwan Semiconductor Manufacturing Company Ltd. (TSM)
- Targa Resources Corp. (TRGP)
- Tesla, Inc. (TSLA)
- The Charles Schwab Corporation (SCHW)
- T-Mobile US, Inc. (TMUS)
- TotalEnergies SE

- Valero Energy Corp. (VLO)
- Verizon Communications Inc. (VZ)
- Vistra Corp. (VST)
- Williams Companies, Inc./The (WMB)

ATTACHMENT B

- Brookfield Infrastructure Income Fund
- HedgePremier Coatue Qualified Partners Hedge Fund
- JP Morgan Infrastructure Investments Access Fund, LP
- PE PREM R OAKTREE XI ONSHR