



United States  
Department of  
Agriculture

November 13, 2025

Office of Ethics

1400  
Independence  
Avenue, SW,  
J.L. Whitten  
Building  
Room 347-W  
Washington, DC  
20250-2120

Eric M. Ueland  
Acting Director  
U.S. Office of Government Ethics  
250 E Street, SW, Suite 750  
Washington DC 20024

(202) 720-2251

Dear Mr. Ueland,

The purpose of this letter is to forward the attached supplement to Mr. Glen Smith's Ethics Agreement dated June 27, 2025, and to supplement and amend his Public Financial Disclosure Report (278e) dated June 4, 2025. Mr. Smith explains in his letter dated November 13, 2025, the reasons for the supplement are as follows:

- Mr. Smith inadvertently omitted his position as Director of the Smith Generation Farms, Inc., from his Public Financial Disclosure Report (278e), a position he held from January 1991 through October 2025.
- Mr. Smith previously reported his financial interest and income from the Smith Generation Farms, Inc., in Part 6 of his 278e report. This entry has been moved to Part 2 of the 278e report.
- Mr. Smith's Director position was added to Part 1 of the 278e report. Mr. Smith's income from Smith Generation Farms, Inc., was also added to Part 4 of the 278e report. Mr. Smith noted that all of the income derived from the farm is reinvested in the Smith Generation Farm, Inc.
- A section has been added to Mr. Smith's Ethics Agreement in which he states that he no longer holds a position with Smith Generation Farms, Inc. Mr. Smith will continue to have a financial interest in this entity, but he will not provide services material to the production of income. Mr. Smith will receive only passive investment income from Smith Generation Farms, Inc. Mr. Smith has agreed that he will not participate personally and substantially in any particular matter that to his knowledge has a direct and predictable effect on the financial interests of Smith Generation Farms, Inc., unless he first obtains a written waiver pursuant to 18 U.S.C. § 208(b)(1).

As the Designed Agency Ethics Official of the U.S. Department of Agriculture, I have reviewed the updated information contained in the supplements and amendment. Based upon my review of these and the prior commitments made by Mr. Smith in his previously transmitted Ethics Agreement, I continue to believe that Mr. Smith is in compliance with applicable laws and regulations governing conflicts of interest.

If you have any questions, please do not hesitate to contact me at [Stuart.Bender@usda.gov](mailto:Stuart.Bender@usda.gov).

Sincerely,

**STUART  
BENDER**  Digitally signed by  
STUART BENDER  
Date: 2025.11.13  
13:13:45 -05'00'

Stuart Bender  
Designated Agency Ethics Official  
and  
Director  
Office of Ethics  
U.S. Department of Agriculture

Enclosures

November 13, 2025

Mr. Stuart Bender  
Designated Agency Ethics Official  
U.S. Department of Agriculture  
J.L. Whitten Building  
Room 347-W  
1400 Independence Avenue, SW Washington,  
DC 20250

**Re: Amendment and Supplement to Ethics Agreement of Glen Smith**

Dear Mr. Bender:

The purpose of this letter is to supplement my ethics agreement signed on June 27, 2025. In a separate document, I also am amending and supplementing my Public Financial Disclosure Report (OGE Form 278e) by reporting my position that I inadvertently omitted from the report as Director of the Smith Generation Farms, Inc. I resigned from my Director position with Smith Generation Farms, Inc. on October 31, 2025.

My family and I own Smith Generation Farms, Inc., a C-Corporation run by my adult son and my adult daughter. As noted above, I no longer hold a position with this entity. I will continue to have a financial interest in Smith Generation Farms, Inc., but I will not provide services material to the production of income. Instead, I will receive only passive investment income from 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 Smith Generation Farms, Inc., unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

I have been advised that this supplement to my 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,



Glen Smith

June 27, 2025

Stuart Bender  
Director, Office of Ethics  
U.S. Department of Agriculture  
1400 Independence Avenue, S.W., Room 347-W  
Washington, DC 20250-1400

Dear Mr. Bender:

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 Under Secretary for Rural Development in the Department of Agriculture. 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), obligations of the United States, or municipal bonds.

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 - FARMLAND OWNERSHIP

My wife and I own farmland in Cass County, Iowa. This farmland is leased out on an annual basis for a cash lease for farming. My spouse and I are not engaged in this farming operation. During my tenure as Under Secretary, my spouse and I will not engage in this farming operation, and we will maintain an annual cash lease on the farmland. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interest in the farmland in Cass County, Iowa, 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.

My wife and I also own commercial real estate in Atlantic, Cass County, Iowa. This property is leased out to a tenant. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my financial interest in the commercial real estate in Atlantic, Cass County, Iowa, 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.

## SECTION 3 – SMITH GENERATION FARMS, INC.

My family and I own Smith Generation Farms, Inc., a C-Corporation run solely by my adult son. I do not hold a position with this entity. I will continue to have a financial interest in Smith Generation Farms, Inc., but I will not provide services material to the production of income. Instead, I will receive only passive investment income from 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 Smith Generation Farms, Inc., unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

## SECTION 4 – CONSERVATION RESERVE PROGRAM PAYMENTS

I receive annual Conservation Reserve Program (CRP) payments from USDA for my farmland property in Cass County, Iowa and land held in the farm corporation, Smith Generation Farms, Inc. The CRP program is administered by USDA through the Farm Service Agency and the Commodity Credit Corporation (CCC). I will not participate personally and substantially in any particular matter that to my knowledge will have a direct and predictable effect on any payments I receive from USDA programs, unless I obtain a waiver pursuant to 18 U.S.C. § 208(b).

#### SECTION 5 – SMITH LAND SERVICE CO.

I have a passive investment interest in the Smith Land Service Co., which provides consulting services for farm sales, farm management, and conducts farm appraisals. I do not hold a position with this entity. Because I will retain a passive investment 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 Smith Land Service Co., unless I first obtain a written waiver, pursuant to 18 U.S.C. §208(b)(1).

#### SECTION 6 – TRUSTEE POSITION

I will retain my position as a trustee of the Glen R. Smith Generation Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Under Secretary. 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 Glen R. Smith Generation 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).

#### SECTION 7 – 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,

A handwritten signature in blue ink, appearing to read "Glen Smith", with a stylized flourish at the end.

Glen Smith