

March 30, 2017

Ms. Katherine D. McManus
Deputy Legal Adviser and Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, DC 20520

Re: Ethics Undertakings

Dear Ms. McManus:

I am committed to the highest standards of ethical conduct for government officials. If appointed as the US Ambassador to the Commonwealth of the Bahamas, 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 am the sole owner of the Manchester Financial Group, L.P., which is a firm with a number of employees. The firm owns and manages commercial real estate holdings, commercial enterprises, residential property, and other personal investments. The firm has no clients and does not provide professional services involving a fiduciary relationship. Upon confirmation, I will resign my position with the firm. Although I will remain the sole owner of the firm, I will not provide services material to the production of income. Instead, I will receive only passive investment income from it. As Ambassador, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of this entity or any of its holdings, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Notwithstanding these restrictions, I will retain the rights to direct the investment activities of my US Investment Account #1 for my own benefit and to manage my personal residence.

Upon confirmation, I will resign from my positions as Chairman of Landmark Construction Company of San Diego; Torrey Executive Centre; M Resorts, Inc.; Manchester Fifth Avenue Financial LP; Cloverleaf Media, LLC; Manchester Foxhill LLC; Manchester Pacific Gateway, LLC; La Jolla Reserve, LLC; Manchester Grand Hotels, LP; The Grand Del Mar, LLC; Manchester 484 Prospect, LLC; and Torrey Hotel Enterprises, Ltd. In addition, upon confirmation, I will resign from my positions as manager of 101 MPG, LLC; MLIM Holdings, LLC, and Manchester Texas Financial Group LLC, I will continue to have financial interests in these entities, but I will not provide services material to the production of income. Instead, I will receive only passive investment income. 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 of these entities 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 my Revocable 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 my Revocable 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).

I will retain my unpaid positions with M Resorts, Inc., M Investments, LLC, Manchester Lyford Ltd, and Summit Apogee Investments, LLC. I am the sole owner of these entities, which I use to manage some of my personal assets. 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 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).

Upon confirmation, I will resign from my position on the Board of Trustees of the Sanford-Burnham Medical Research Institute. 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 Sanford-Burnham Medical Research Institute 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 Brookfield Asset Management and the Walt Disney, Co. within 90 days of my confirmation. 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 will not be eligible for a Certificate of Divestiture for these assets, inasmuch as they are held by the Manchester Financial Group, L.P. through US Investment Account #1.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in the Commonwealth of the Bahamas, because they may be more likely than other companies to seek official assistance from or make other contact with the Embassy. I will remain alert to the possible need for recusal where appropriate.

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.

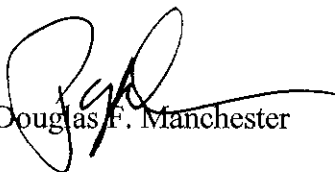
If I have a managed account during my appointment, I will direct the account manager to obtain my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the exemption at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds. I will monitor whether the account manager is 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 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,



Douglas F. Manchester