

**MODEL ETHICS AGREEMENT**

(Date)

John H. Burns  
Designated Agency Ethics Official  
Department of XXX  
Washington, DC XXXXX

Dear Mr. Burns:

The purpose of this letter is to describe the steps that I intend to take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Deputy Secretary, Department of XXX.

As required by 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any other person whose interests are imputed to me, unless I first obtain a written waiver, pursuant to section 208(b)(1), or qualify for a regulatory exemption, pursuant to section 208(b)(2). I understand that the interests of the following persons are imputed to me: my spouse, minor children, or any 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.

In order to avoid potential conflicts of interest under section 208, I agree to divest my holdings in the following companies within 90 days of my confirmation: Forest Enterprises, Inc.; General Electric Co.; Fidelity Select Utilities Fund; Dow Chemical Co. Furthermore, I agree, as custodian for my minor children, that I will divest their holdings in the same entities. My spouse also agrees to divest her holdings in the same entities. Until these divestitures have been completed, I will not participate personally and substantially in any particular matter that will have a direct and predictable effect on these entities, unless I first obtain a written waiver or qualify for a regulatory exemption.

I also understand that the following stock or limited partnership holdings present a potential conflict of interest under section 208(a), although it has been determined that it is not necessary at this time for me to divest these interests: Merck,

Inc.; Browning Real Estate LP; and IBM. I will not participate personally and substantially in any particular matter that will have a direct and predictable effect on the financial interests of these entities, unless I first obtain a written waiver or qualify for a regulatory exemption.

Upon confirmation, I will resign my position as Vice President of Springfield Corporation. Furthermore, pursuant to 5 C.F.R. § 2635.502, for one year after I terminate my position with Springfield, I will not participate in any particular matter involving specific parties in which Springfield is a party or represents a party, unless I am authorized to participate. I will continue to participate in Springfield's defined benefit pension plan, and therefore, pursuant to 18 U.S.C. § 208, I will not participate personally and substantially in any particular matter that will have a direct and predictable effect on the ability or willingness of Springfield to provide this contractual benefit, unless I first obtain a written waiver or qualify for a regulatory exemption.

Upon confirmation, I will resign my position as President of the Forest Enterprises, Inc. I also will receive a payment of \$250,000 from Forest prior to my appointment, in consideration of my contributions as the founder of the company. I understand that this constitutes an "extraordinary payment," under 5 C.F.R. § 2635.503, and, therefore, for two years after this payment is received, I will not participate in any particular matter in which Forest is or represents a party, unless I receive a written waiver pursuant to section 2635.503(c).

Upon confirmation, I will resign my positions on the boards of directors of the following for-profit or non-profit organizations: The Charity Foundation; Smith Corp.; and QRS, Inc. Pursuant to 5 C.F.R. § 2635.502, for a period of one year after the termination of these positions, I will not participate in any particular matter involving specific parties in which any one of these organizations is a party or represents a party, unless I am authorized to participate.

I will remain on the board of directors of Nonprofit, Inc., for which I do not receive any compensation. I also will retain my position as Secretary of Jones Family Farm, Inc., a business run by my family; with respect to this position, I agree to receive no compensation for services as Secretary and to limit my income to passive investment income. Furthermore, pursuant to 18 U.S.C. § 208, I will not participate personally and substantially in any particular matter that will have a direct and predictable effect on the financial interests of either of these organizations, unless I

first obtain a written waiver or qualify for a regulatory exemption.

My spouse is employed as an associate by the law firm of Collins & Green, from which he receives a fixed annual salary. Pursuant to 5 C.F.R. § 2635.502, I will not participate in any particular matter involving specific parties in which Collins & Green is or represents a party, unless I am authorized to participate. Furthermore, pursuant to section 2635.502, I will not participate in any particular matter involving specific parties in which any client of my spouse is or represents a party, unless I am authorized to participate. In addition, my spouse has agreed not to represent any client with respect to any particular matter before the Department of XXX during my tenure.

Sincerely,

Jane S. Jones