

July 10, 2017

Susan F. Beard  
Designated Agency Ethics Official  
U.S. Department of Energy  
1000 Independence Ave., S.W., Suite 6A-211  
Washington, DC 20585

Dear Ms. Beard:

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 Management and Performance) of the U.S. Department of Energy.

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.

Upon confirmation, I will resign from my position with Berkshire Hathaway Energy Company. Pursuant to company policy, I will receive a pro rata portion of an annual performance bonus. Berkshire Hathaway Energy Company will calculate the 2017 annual bonus using an objective formula and will reduce the bonus proportionally to compensate me only for the portion of calendar year 2017 during which I will have worked for the company. Pursuant to company policy, Berkshire Hathaway Energy Company has awarded me cash bonus under the Long-Term Incentive Plan in calendar year 2016. The award vests at a rate of 25% per year over four years starting in 2016 and is paid in equal amounts over a 4-year period as long as I'm employed with the company. Vesting began in 2016. An undetermined amount has vested in 2017. Pursuant to company policy, following my separation, I will receive a lump sum cash payment of the vested 2016 award and the vested portion of a pro rata incentive performance award for 2017. Berkshire Hathaway Energy Company will calculate the 2017 incentive performance award using an objective formula and will reduce the incentive performance award proportionally to compensate me only for the portion of calendar year 2017 during which I will have worked for the company. I will forfeit all unvested incentive performance award upon my resignation from the company. Additionally, I will receive a lump sum payout of my unused annual leave. If I begin my service as Under Secretary prior to receiving these payments, 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 Berkshire Hathaway Energy Company to make the payment to me, unless I first obtain a written waiver, pursuant to

18 U.S.C. § 208(b)(1). 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 Berkshire Hathaway Energy Company is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I withdrew from the partnership of Hunton & Williams, LLP, in April 2016. I have received my final partnership distribution and a refund of my capital account. I continue to participate in law firm's deferred compensation plan. Pursuant to the partnership agreement, I will receive fixed cash payments from the deferred compensation plan in four annual installments starting in 2016. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the firm's ability or willingness to make these payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

As a former employee of American Electric Power (AEP), I continue to participate in the cash balance pension plan; no further contributions have been made since my separation. 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 AEP to provide this contractual benefit, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2), or receive lump sum payments of my interests and AEP no longer administers any portion of my interests in its cash balance plan.

Upon confirmation, I will resign from my unpaid position with the John P. Laborde Energy Law Center Advisory Council at Louisiana State University Law Center. I resigned from my unpaid position with the Congressional Chorus and American Youth Chorus in June 2017. 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).

Within 90 days of my confirmation, I will divest my interests in the following entities: Alphabet, Inc., Apple, Inc., Bank of America Corporation, Cisco Systems, Inc., Corning, Inc., General Dynamics Corporation, General Motors Company, Intel Corporation, KeyCorp, Microsoft Corporation, Mitsubishi UFJ Financial Group, Inc., Morgan Stanley, and Qualcomm, Inc. 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 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.

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my 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 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 exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

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 meet in person with you during the first week of my service in the position of Under Secretary in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. 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,

A handwritten signature in dark ink, appearing to read 'Mark W. Menezes', with a long horizontal flourish extending to the right.

Mark W. Menezes