

January 14, 2025

Ms. Jocelyn Richards  
Designated Agency Ethics Official  
Department of Energy  
1000 Independence Ave Southwest  
Washington, DC 20585

Dear Ms. Richards:

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 Secretary of the Department of Energy. 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 – LIBERTY ENERGY

Upon confirmation, I will resign from my position with Liberty Energy. I hold stock and unvested restricted stock units and unvested performance stock units in this entity. I do not hold any stock options or restricted stock. Liberty Energy's Compensation Committee will accelerate the vesting of my unvested restricted stock units and unvested performance stock units so that they vest upon my confirmation. Upon my appointment, however, I will forfeit any restricted stock units or performance stock units that are unvested as of the date of my confirmation. I will divest my interests in Liberty Energy 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. § 2635.503, if Liberty Energy accelerates the vesting of any of my unvested restricted stock units or performance stock units, I also will not participate personally and substantially in any particular matter involving specific parties in which this entity is a party or represents a party for a period of two years from the date on which my restricted stock vested, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, if Liberty Energy does not accelerate the vesting of my unvested restricted stock units and unvested performance stock units, I will not participate personally and substantially in any particular matter involving specific parties in which I know this entity is a party or represents a party for a period of one year from the date of my resignation, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Following my resignation, I will receive a bonus for calendar year 2024, as is the corporation's practice for departing executives. Liberty Energy will use an objective formula to calculate 80% of this bonus and the remaining 20% is subject to the discretion of the Liberty Energy Compensation Committee. The Compensation Committee will determine the discretionary portion of my bonus at a meeting scheduled for January 21, 2025. I anticipate receiving my bonus in March 2025. Until I have received this payment, 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 Liberty Energy to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).



### SECTION 3 – OKLO INC.

Upon confirmation, I will resign from my position with Oklo Inc. I will forfeit my unvested restricted stock units upon my separation from Oklo Inc. 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 Oklo 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 4 – EMX ROYALTY CORPORATION

Upon confirmation, I will resign from my position with EMX Royalty Corporation. I hold vested and unvested stock options. I do not hold any stock, restricted stock units, or restricted stock as a result of my position with EMX. I will forfeit all EMX Royalty Corporation stock options that are unvested at the time of my resignation. I will divest my vested stock options in EMX Royalty Corporation, 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 divestiture 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 EMX Royalty is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### SECTION 5 – URBAN SOLUTION GROUP

Upon confirmation, I will resign from my position with Urban Solution Group. I will divest my interests in Urban Solution Group 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 divestiture 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 Urban Solution Group is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

### SECTION 6 – CL COVAULT LLC

Upon confirmation, I will resign from my position with CL CoVault LLC. I will divest my interests in CL CoVault 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 divestiture 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 CL CoVault LLC is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

## SECTION 7 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my positions with the following entities:

- Bettering Human Lives Foundation
- CL Urban LLC
- Colorado Business Roundtable
- Domestic Energy Producers Alliance
- Liberty Midstream Solutions
- Liberty Resources
- Pacific Research Institute
- Property and Environment Research Center
- Western Energy Alliance

I resigned from my positions with the Federal Reserve Bank of Kansas City in June 2024 and CL Accretion LLC in October 2024. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation for 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).

## SECTION 8 – RETAINED POSITIONS

I will retain my position as a trustee of the Family Revocable Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of 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 Family 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 also will retain my position as a co-Managing Member of Sol 2 LLC. I will not receive any compensation for the services that I perform during my appointment to the position of 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 SOL 2 LLC, 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 9 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the entities listed in Appendix A. 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 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 10 – RECUSALS

I have been advised that the duties of the position of Secretary may involve particular matters affecting the financial interests of the following entities:

- REOFF XXII
- REOFF XXV
- CrossHarbor Capital Partners
- Koebel Real Estate
- Two Fifty Investors LLC
- House Properties LLC
- Westside Waterview LLC

The agency has determined that it is not necessary at this time for me to divest my interests in these entities because my recusal from particular matters in which these interests pose a conflict of interest will not substantially limit my ability to perform the essential duties of the position of Under Secretary. Accordingly, 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 either 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).

I have been advised that the duties of the position of Secretary may involve particular matters affecting the financial interests of the following entities:

- Amgen, Inc.
- First Citizens BancShares Inc.
- The Charles Schwab Corp.
- Capital One Financial Corp.
- Astra Zeneca PLC
- AbbVie, Inc.
- Eli Lilly & Co.
- Merck & Co.

The agency has determined that it is not necessary at this time for me to divest my interests in these entities 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 the entity 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 11 – 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,



Christopher Allen Wright

## Appendix A: Divestitures

### ENERGY SECTOR:

- Liberty Energy
- Vanguard Utilities Index
- Oklo, Inc.
- Urban Solution Group
- CoVault
- Liberty Resources II
- GMT Exploration
- Bison 3
- Bison Single DSU
- Bonanza Kings Hedge Fund
- Wild Basin Energy
- Baytex Energy Corp.
- Blue Owl Capital Inc.
- Chevron Corp.
- Chord Energy Corporation
- Comstock Resources, Inc.
- Crescent Energy Co.
- EMX Royalty Corporation
- EQT Corp.
- Expand Energy Corp.
- Freeport-McMoRan, Inc.
- Nordic American Tankers Ltd.
- Orintiv Inc.
- Valero Energy Corp.
- Energy Transfer LP Common Units
- Enterprise Products Partners LP
- Plains All American Pipeline LP
- Great Bear Alaska
- ConocoPhillips
- Honeywell International, Inc.
- Phillips 66
- Ameren Corp
- Xcel Energy, Inc
- CMS Energy Corp
- EOG Resources, Inc
- Linde PLC
- Eaton Corp
- Blackstone, Inc
- CAZ GP Ownership Class
- CAZ DPI FC
- CAZ Risk Mitigation

### DOE CONTRACTS, AGREEMENTS OR REGULATED ENTITIES (non-energy sector):

- Deere & Co
- Willis Towers Watson Public Limited Company
- Charter Communications, Inc
- Illinois Tool Works, Inc
- Republic Services, Inc.
- Caterpillar, Inc
- Cisco Systems, Inc
- KLA Corp
- Texas Instruments Incorporated
- Lowes Companies
- Oracle Corp
- Accenture Plc
- Verizon Communications, Inc
- AT&T, Inc
- Walmart Inc
- Apple, Inc
- Marvell Technology Group Ltd
- Airbnb Inc
- JPMorgan Chase & Co
- Wells Fargo & Company
- Morgan Stanley Common Stock
- Intercontinental Exchange, Inc
- Next Frontier Bozeman VC Fund
- Sugar Free Capital VC Fund
- Alphabet Inc
- Microsoft Corp
- Salesforce.com