

July 12, 2018

Mr. Stuart Bender
Designated Agency Ethics Official
U.S. Department of Agriculture
Washington, DC 20250-0122

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 Research, Education, and Economics, U.S. Department of Agriculture.

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 Corteva Agriscience, a Division of DowDuPont. Following my resignation, I will receive from DowDuPont a severance payment. DowDuPont will make this payment to me before I assume the duties of the position of Under Secretary or I will forfeit it.

Under the DowDuPont Retiree Health Insurance program, my spouse and I will continue to receive health coverage, consistent with the corporation's practice for retiring employees age 50 or older with at least 10 years of service. DowDuPont will continue making payments to the insurance provider under this plan for as long as either I or my spouse is living. 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 DowDuPont to make these payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

For a period of two years from the date of the severance payment, I will not participate personally and substantially in any particular matter involving specific parties in which DowDuPont is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). Following that two-year period, for as long as I continue to participate in the DowDuPont Retiree Health Insurance program, I will not participate personally and substantially in any particular matter involving specific parties in which I know DowDuPont is a party or represents a party, 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 the work I performed during calendar year 2018, as is the corporation's practice for departing executive members. DowDuPont will use an objective formula to calculate this bonus. If I am confirmed before the end of the calendar year 2018, DowDuPont will pay me a *pro rata* share of my bonus that covers only the period of calendar year 2018 prior to my resignation. 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 DowDuPont to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Additionally, I own shares of DowDuPont common stock. I also own both vested stock options for shares of DowDuPont common stock, as well as vested DowDuPont restricted stock units. I do not hold restricted stock. Upon my resignation from DowDuPont, pursuant to the long-term incentive plan, I will retain my vested stock options and restricted stock units. The company will accelerate the delivery of both the vested stock options and restricted stock units. Within 90 days of my confirmation, I will divest all of my common stock, all of my stock options, and all of my restricted stock units. If I divest the stock options by exercising them, I will divest the resulting stock within 90 days of my confirmation. Until I have divested all of these financial interests, 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 DowDuPont, 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 divest my interests in the following entities within 90 days of my confirmation: Abbott Laboratories; Altria Group, Inc.; Coca Cola Company; Nestlé S.A.; Philip Morris International; and Starbucks Corp. 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.

Upon confirmation, I will also resign from my position with AgriNovus of Indiana. 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 AgriNovus of Indiana 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 retain my position as a trustee of Family Revocable Living 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 Family Revocable Living 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 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.

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), obligations of the United States, or municipal bonds.

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 also 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 cursive script, appearing to read "S. H. Hutchins", written in black ink.

Scott H. Hutchins