

November 15, 2025

Mr. Eric Ueland
Acting Director
U.S. Office of Government Ethics
250 E Street, SW
Suite 750
Washington DC, 20005

Dear Mr. Ueland:

The purpose of this letter is to forward the attached amendment to Mr. Jonathan Gould's Ethics Agreement dated March 10, 2025. Mr. Jonathan Gould was confirmed on July 10, 2025 to the position of Comptroller of the Currency, Department of the Treasury. Mr. Gould explains in his letter dated November 14, 2025 the reasons for the amendment.

Mr. Gould's ethics agreement states that he was required to divest of his interest in AIP Alternative Lending Fund A "as soon as practicable, but not later than 120 days after his confirmation." AIP Alternative Lending Fund A is a private credit fund and not held in a readily marketable account. Due to a quarterly redemption limitation for AIP Alternative Lending Fund A applied to all shareholders, Mr. Gould will not be fully divested until October 31, 2026.

As the Alternate Designed Agency Ethics official of the U.S. Department of the Treasury, I have reviewed the updated information contained in the amendment and based upon my review of this and the prior commitments made by Mr. Gould in his previously transmitted Ethics Agreement, I continue to believe that Mr. Gould is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,
**Mark A.
Vetter**

 Digitally signed by Mark A.
Vetter
Date: 2025.11.15 13:46:33
-05'00'

Mark A. Vetter
Deputy Assistant General Counsel (Ethics)
and Alternate Designated Agency Ethics
Official

November 14, 2025

Mark A. Vetter
Alternate Designated Agency Ethics Official
Department of Treasury
1500 Pennsylvania Ave., NW
Washington, DC 20029

Dear Mr. Vetter:

The purpose of this letter is to amend my ethics agreement signed on March 10, 2025. In the agreement, I stated that I would divest my interest in AIP Alternative Lending Fund A within 120 days of my confirmation, which occurred on July 10, 2025. AIP Alternative Lending Fund A is a private credit fund and not held in a readily marketable account. Due to a quarterly redemption limitation for AIP Alternative Lending Fund A applied to all shareholders, I will not be able to fully divest until 10/31/2026. I will continue to diligently work with the managers of AIP Alternative Lending Fund to ensure I meet this obligation. Consequently, I am amending Section 3 of my ethics agreement to read as follows:

SECTION 3 - DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the entities listed in Attachment 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. Further, I understand that as Comptroller of the Currency, I also serve as an ex officio Member of the Federal Deposit Insurance Corporation Board of Directors. The Federal Deposit Insurance Act prohibits members of the Board of Directors from holding stock in any insured depository institution or depository institution holding company. As previously stated, I will divest all my interests listed in Attachment A, which includes all financial interests I hold in depository institutions or depository institution holding companies. Pursuant to 18 U.S.C. § 1812 (e)(3), I will certify under oath that I have divested all prohibited holdings upon divestiture. I have an equity interest in:

- Andalusian Credit Partners LLC
- Andalusian Sports Advisors LP
- Blackstone Private Credit Fund
- Blue Owl RE NLP Fund P LP
- Riverview Omni LP E2

As soon as practicable but not later than 120 days after my confirmation, I will divest my interests in these entities and funds. With regard to each of these entities and funds, 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 or fund or its underlying holdings, if any, 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 also have an equity interest in and capital commitment to Andalusian Credit Company, LLC. As soon as practicable but not later than 120 days, I will divest my interests in Andalusian Credit Company, LLC, including my capital commitment. 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 or its underlying holdings until I have divested it and any capital commitment, 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.

Additionally, I have an equity interest in and capital commitment to AIP Alternative Lending Fund A. As soon as practicable but not later than 10/31/2026, I will divest my interests in AIP Alternative Lending Fund A, including my capital commitment. 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 or its underlying holdings until I have divested it and any capital commitment, 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.

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 have been advised that this amendment to my ethics agreement 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,

A handwritten signature in black ink, appearing to read 'Jonathan V. Gould', with a stylized, flowing script.

Jonathan V. Gould

March 10, 2025

Brian J. Sonfield
Assistant General Counsel
(General Law, Ethics & Regulation)
And Designated Agency Ethics Official
U.S. Department of Treasury
1500 Pennsylvania Avenue, N.W.
Washington D.C. 20220

Dear Mr. Sonfield:

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 Comptroller of the Currency. 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 – EMPLOYMENT RELATED INTERESTS IN WHICH EQUITY IS HELD

Upon confirmation, I will resign from my partnership position with Jones Day. Pursuant to my partnership agreement, I will receive a final partnership distribution. This payment will be based solely on the firm's earnings through the date of my withdrawal from the partnership and will be paid before I assume the duties of the position of Comptroller of the Currency. I will also receive a refund of my capital account before I assume duties of my position. Upon withdrawal from my partnership, the firm will withhold an amount for reconciliations and tax payments that the firm makes on behalf of its partners. Any excess amounts withheld by the firm that end up not being used will be refunded to me no later than 5 years after my departure. Until the firm determines if I will receive a refund and I receive any refund, 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 pay this refund, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until the firm determines if I will receive a refund and I receive any refund, I will not participate personally and substantially in any particular matter involving specific parties in which I know the firm is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Pursuant to my firm's partnership agreement, I may receive a severance payment at the discretion of the firm's managing partner for an amount that is not to exceed a specific percentage of my participation from calendar year 2025. If I am awarded this payment, I will receive it prior to assuming the duties of the position of Comptroller of the Currency. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of this payment, I will not participate personally and substantially in any particular matter involving specific parties in which Jones Day is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c). If I do not receive a severance, 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 this firm is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the entities listed in Attachment 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. Further, I understand that as Comptroller of the Currency, I also serve as an ex officio Member of the Federal Deposit Insurance Corporation Board of Directors. The Federal Deposit Insurance Act prohibits members of the Board of Directors from holding stock in any insured depository institution or depository institution holding company. As previously stated, I will divest all my interests listed in Attachment A, which includes all financial interests I hold in depository institutions or depository institution holding companies. Pursuant to 18 U.S.C. § 1812 (e)(3), I will certify under oath that I have divested all prohibited holdings upon divestiture.

I have an equity interest in:

- AIP Alternative Lending Fund A
- Andalusian Credit Partners LLC
- Andalusian Sports Advisors LP
- Blackstone Private Credit Fund
- Blue Owl RE NLP Fund P LP
- Riverview Omni LP E2

As soon as practicable but not later than 120 days after my confirmation, I will divest my interests in these entities and funds. With regard to each of these entities and funds, 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 or fund or its underlying holdings, if any, 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 also have an equity interest in and capital commitment to Andalusian Credit Company, LLC. As soon as practicable but not later than 120 days after my confirmation, I will divest my interests in Andalusian Credit Company, LLC, including my capital commitment. 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 or its underlying holdings until I have divested it and any capital commitment, 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.

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.

Upon confirmation, I will ensure that all of my cash accounts are below thresholds insured by the Federal Deposit Insurance Corporation.

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 4 – 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,

A handwritten signature in blue ink, appearing to read 'Jonathan Gould', is written over a light blue horizontal line.

Jonathan Gould

ATTACHMENT A:

AKBANK TURK ANONIMSIRKETS ADR

3I Group PLC

Adyen N V unsponsored ADR

Amazon

Ares Management Corp

Axos Financial Inc

AIA GROUP LTD

ALLSTATE COPR

Ameriprise Financial

Arch Capital Group

Banco Bilbao VIZ

Bangkok Bank PLC

Bank of New York Mellon Corp

Barrick Gold

Bidvest Group LTD

BDO Unibank Inc Spon ADR

Bill Holdings

Blackrock Inc

Blackstone Inc

Block, Inc. CL A

Bright Horizons Family

Broadbridge Financial Solutions LLC

Credicorp

Capitec Bank Holdings LTD

CBIZ Inc.

China Merchants Bank

Chubb LTD

CME Group

Coinbase

Dell Technologies Inc.

Deutsche Boerse AG

Enterprise Financial Services Corp.

Eurobank Ergasias Services

Equitable Holdings Inc.

Exlservice Holdings Inc.

Factset Research Systems Inc.

Fair Isaac & Co

First Merchants Corp

Freeport McMoran

Gallagher Arthur J & Co.

GE Aerospace
Goldman Sachs
Alphabet Inc.
Global Payment
Grupo Financiero Banorte
Hamilton Lane
HDFC Bank
Houlihan Lokey Inc.
Horace Mann Educators
ICICI Bank
Industrial & Comm Bank China
Infosys Limited ADR
Intercontinental Exchange
Intesa San Paolo
ITAU Unibanco multiple
JP Morgan Chase
KKR & Co.
KB Financial Group
Kinsale Cap
London Stock Exchange Group
Lloyds Banking Group
First Trust Low Duration Opportunities ETF
Microsoft
M&T Bank
Meritage Home Corporation
Mitsubishi UFJ Financial
MS&AD Insurance Group
National Bank of Greece
Newmont Corporation
Nomura Research Institute
Northern Trust Corp.
ServiceNow
NU Hldgs LTD
Pegasystems
Pinnacle Financial Partners
Power Corp Canada
Popular Inc Com New
Progressive Corp
Prosus NV Sponsored
PT Bank Mandiri Persero
PT Bank Cent Asia TBK

Raymond James Financial
Reinsurance Group of America
Renaissance RE Holdings
Shinhan Financial Group
Southstate Corp
SPDR Gold Shares
Stifel Financial Corp
Stoneco. LTD
Svenska Handelsbanken
SEA Limited ADR
Tencent Hldgs LTD
Thomson Reuters
Tradeweb Markets Inc.
Trustmark LP
Toki Marine Holdings
UMB Financial Corp
United Bankshares Inc
United Health Group
United Community Banks
Verisk Analytics
Visa
Webster Financial Corp
Wheaton Precious Metals
Willis Towers Watson