

Date: 6-16-21

Mr. Richard C. Visek
Principal Deputy Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
Department of State

Re: Ethics Undertakings

Dear Mr. Visek:

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 U.S. Representative on the Council of the International Civil Aviation Organization (ICAO). It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

I am committed to the highest standards of ethical conduct for government officials. If confirmed as U.S. Representative, 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; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In addition, I will recuse myself from participation on a case-by-case basis in any particular matter involving specific parties in which I determine that a reasonable person with knowledge of the relevant facts would question my impartiality in that matter, unless I am first authorized to participate, pursuant to the impartiality regulations at 5 C.F.R. Part 2635, Subpart E.

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 direct the account manager or investment professional to obtain 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 monitor whether the account manager or investment professional is following this direction regarding prior approval.

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 understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of federal, state and local government.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – SULLENBERGER SPEAKING

I have a personal website, which provides a link that lists details for submitting speaking engagement requests, and indicates where my books: *Making a Difference: Stories of Vision and Courage from America's Leaders*; and *Highest Duty: My Search for What Really Matters*; and movie, *Sully*, can be purchased. If I continue to maintain this website domain name, I will delete the brand ambassador pages and pages from the website on which my business is promoted, where speaking engagements can be booked, and where books or other items are sold. I will delete or disable any navigation links from the home page, and I will add a statement to the home page that the website is inactive.

SECTION 3 – THE HARRY WALKER AGENCY

Upon confirmation, I will sever my contractual arrangement with The Harry Walker Agency. All amounts owed to me will be fixed before I assume the duties of my position as U.S. Representative, and 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 The Harry Walker Agency to pay these amounts. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after I sever my contractual arrangement with The Harry Walker Agency, I will not participate personally and substantially in any particular matter involving specific parties in which I know The Harry Walker Agency 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 – TRUSTEE POSITION

I will retain my position as a trustee of the Sullenberger Living Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of U.S. Representative. 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 Sullenberger 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).

SECTION 5 – ROYALTIES

I receive royalties from HarperCollins Publishers, for sales of my books: *Making a Difference: Stories of Vision and Courage from America's Leaders*; and *Highest Duty: My Search for What Really Matters*. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I will not participate personally and substantially in any particular matter involving specific parties in which I know HarperCollins Publishers, 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 – OTHER RECUSALS

I received within the last year honoraria in excess of \$50,000 for speeches from National Information Solutions Cooperative (NISC) and SafetyCulture. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after I last provided such services to NISC and SafetyCulture, I will not participate personally and substantially in any particular matter involving specific parties in which I know either NISC or SafetyCulture 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 – ANTICIPATED SPEECHES

Before being considered for the position of U.S. Representative, I entered into multiple agreements to make speeches throughout 2021. As to each of these speeches, if I do not make the speech before I assume the duties of the position of U.S. Representative, I will cancel the speech.

SECTION 8 – DIVESTITURES

I will divest my interests in Amazon.com, Inc., 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.

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 timely submit my request for a Certificate of Divestiture to allow for adequate time for the U.S. Office of Government Ethics to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I (including my spouse and dependent children if applicable) will not repurchase this asset which I was required to divest without my consultation with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 9 – 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 cursive script, appearing to read "Chesley Sullenberger".

Chesley Sullenberger