



OFFICE OF THE LEGAL ADVISER

Ethics and Financial Disclosure

U.S. DEPARTMENT *of* STATE

December 11, 2025

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

Dear Acting Director Ueland:

The purpose of this letter is to forward the attached supplement to Ambassador John Arrigo's New Entrant OGE 278e Public Financial Disclosure report, dated February 12, 2025, and the amendment to Ambassador Arrigo's Ethics Agreement dated June 11, 2025.

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

Sincerely,

Sarah E Prosser

Digitally signed by Sarah E
Prosser
Date: 2025.12.11 16:48:30 -05'00'

Sarah E. Prosser
Assistant Legal Adviser and
Alternate Designated Agency Ethics Official

December 16, 2025

Mr. Steven F. Fabry
Deputy Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
U.S. Department of State
Washington, D.C. 20520

Re: Amendment to the Ethics Undertakings of John Arrigo

Dear Mr. Fabry:

The purpose of this letter is to amend my Ethics Agreement signed on June 11, 2025. In a separate document, I am also supplementing my OGE 278e Public Financial Disclosure report signed on February 12, 2025. With the permission of the Office of Government Ethics, I make the following edits to my Ethics Agreement.

SECTION 1

Section 1 required me to submit a certification of compliance within 120 days of my confirmation. Because an amendment to Section 3 of my ethics agreement is to grant additional time to divest an interest, paragraph 7 of Section 1 is amended as follows:

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. Other than for the divestitures identified in Section 3, I will submit my first Certification of Ethics Agreement Compliance documenting my compliance with this ethics agreement within 90 days of confirmation. With regard to the divestitures identified in Section 3, I will submit my Certification of Ethics Agreement

Compliance documenting my compliance with this ethics agreement on or before January 9, 2026.

SECTION 2 - RESIGNATIONS

I am seeking to amend my ethics agreement because I inadvertently omitted reporting a position I held as a Trustee of the John J. Arrigo Declaration Trust, as of the date of my report. Accordingly, I am amending Section 2 to add the following paragraph:

Subsequent to my confirmation, I resigned from my position with the John J. Arrigo Declaration Trust. I continue to have financial interests in the trust, but I will not provide services material to the production of income. Instead, I will receive only passive income from it. 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 trust or its underlying holdings, 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 3 – PRIVATE INVESTMENT FUNDS THAT WILL BE DIVESTED

Pursuant to the terms of my Ethics Agreement, I was required to divest my interest in Strat Partners IX (iCap) within 120 days of my confirmation. In the process of divesting, the fund managers advised that transfers typically can only occur at the end of the quarter. I believe that the divestiture will be completed by January 2, 2026.

I confirm as Ambassador that I have not had to work on particular matters that would have a direct and predictable effect on the financial interests Strat Partners IX (iCap) or its holdings. Until the fund is divested, I will continue to comply with my ethics obligation to recuse from participating in particular matters affecting the financial interests of Strat Partners IX (iCap) or its underlying holdings.

I am seeking to amend Section 3 of my ethics agreement by revising my commitment regarding Strat Partners IX (iCap) by deleting “Strat Partners IX

(iCap)” from the list of assets in Section 3 and by adding to the end of Section 3 as follows:

I have an equity interest in Strat Partners IX (iCapl). By January 2, 2026, I will divest my interests in Strat Partners IX (iCap), I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interest of the fund 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).

SECTION 4 – OTHER DIVESTITURES

Finally, my ethics agreement incorrectly identified First Trust RBA American Industrial Renaissance ETF as an asset that I am required to divest. The agency has informed me this fund is diversified and as a result is an exempted asset pursuant to 5 C.F.R § 2640.201(a). To rectify this error, by this letter I am updating my ethics agreement to remove First Trust RBA American Industrial Renaissance ETF from Tab A.

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.S. § 552, on the website of the U.S. Office of Government ethics with agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,

John J. Arrigo

Date: 6/11/2025

Mr. Steven F. Fabry
Deputy Legal Adviser and
Designated Agency Ethics Official
Office of the Legal Adviser
Department of State

Re: Ethics Undertakings

Dear Mr. Fabry:

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 Ambassador to the Republic of Portugal. 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 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.

I understand that a heightened prospect of a conflict of interest could exist as to companies that maintain a presence in Portugal, because they may be more likely than other companies to seek official assistance from or make contact with the Embassy or otherwise be affected by policies and engagement implemented by the Embassy. I will remain alert to the possible need for recusal where appropriate.

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 rely on a de minimis exemption under 5 C.F.R. § 2640.201(b) with regard to any of my financial interests in sector mutual funds, I will monitor the value of those interests. If the aggregate value of my interests in sector mutual funds that concentrate in any one sector exceeds \$50,000, 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 any holdings of the funds that are in the specific sector in which the funds concentrate, 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 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. Other than for the divestitures identified in Section 3, I will submit my Certification of Ethics Agreement Compliance documenting my compliance with this ethics agreement within 90 days of confirmation. With regard to the divestitures identified in Section 3, I will submit my Certification of Ethics Agreement Compliance documenting my compliance with this ethics agreement within 120 days of confirmation.

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 – RESIGNATIONS

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

- Arrigo Enterprises, Inc,
- AIH LLC
- Arrigo Management, LLC
- John J. Arrigo 2012 Irrevocable Trust

I will continue to have financial interests in these entities, but I will not provide services materials to the production of income. Instead, I will receive only passive income from these entities. Any owed salary or fees will be paid to me before I assume the duties of the position of Ambassador, or I will forfeit those payments. I will not receive a bonus, severance or any other compensation. 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 any of these entities, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Upon confirmation, I will also resign from my position as an actor with Carrera & Partners Inc. Any owed salary or fees will be paid to me before I assume the duties of the position of Ambassador, or I will forfeit those payments. I will not receive a bonus, severance or any other payment. Pursuant to the impartiality regulation at 5 C. F.R. § 2635.502, for a period of one year after my resignation from this entity, 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, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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

- Arrigo AP LLC
- J&M Drama LLC

Pursuant to the Impartiality regulation at 5 C.F.R. 5 C. F.R. § 2635.502, 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 such 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 3– PRIVATE INVESTMENT FUNDS THAT WILL BE DIVESTED

I have an equity interest in the following funds:

- AG Credit Solutions Fund II LP
- Alphakeys Dover Street XI, LP
- Alphakeys Global Infrastructure Partners V LP
- Alphakeys TCI Fund LP
- Alphakeys EA Fund LP
- Blue Owl Technology Finance Corp.
- Blackstone Strategic Partners Secondaries VII Trust
- Bluestone Partners II Fund
- Bluestone Partners III Fund
- Blackstone Private Credit Fund
- CD&R Fund XII (iCapital)
- Graham Absolute Return Trading LTD
- ID Fund – XAI LLC
- KKR Ascendent Fund Private Investors Onshore LP
- Stepstone VC Secondaries Fund VI-B LP
- Strat Partners IX (iCap)
- Third Point Ultra Onshore LP

As soon as practicable, but not later than 120 days after my confirmation, I will divest my interests in the above funds, including any and all capital commitments. With regard to each of these 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 any fund 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).

SECTION 4 – OTHER DIVESTITURES

I will divest my equity interests in the entities listed on Tab A (including any capital commitment) as soon as practicable, but no later than 90 days after my confirmation. 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.

I may divest one or more of the interests identified in the above sections through an agreement with an individual to purchase that interest at fair market value in exchange for a promissory note for a fixed amount. If there is a default under the promissory note, neither my spouse nor I will accept or receive equity in the asset in lieu of repayment of amounts owed to us. For as long as my spouse and I hold the promissory note, 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 buyer to repay this note, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until my spouse and I have received full payment of the note, I will not participate personally and substantially in any particular matter involving specific parties in which I know that the buyer is a party or represents a party, unless I am first authorized to participate, pursuant to 5

C.F.R. § 2635.502(d). I have verified that I will be able to carry out the divestiture within the timeframe described above.

SECTION 5 – PRIVATE INVESTMENT FUNDS THAT ARE BEING RETAINED AND ARE ACQUIRING NEW HOLDINGS

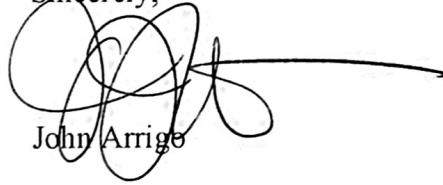
I have been advised that there is a remote possibility that the duties of the position of Ambassador to Portugal may involve particular matters affecting the financial interests of the entities listed below. Because the likelihood that my duties will involve such matters is remote, the Department has determined that it is not necessary at this time for me to divest my interests in these entities. At this time, my interests in these entities do not pose any conflicts. However, you have explained that there is a heightened risk of a conflict of interest if any of these entities acquiring new holdings. I understand that I am personally responsible for avoiding conflicts of interest with respect to these entities and their holdings and I will monitor the investment information made available to me regarding these entities and consult as appropriate with the ethics office at the Department of State. If in the future the holdings of any of these entities are determined to pose a conflict with the performance of my official duties, then I may be directed to divest my financial interest in the entity. In that event, I will divest from the fund as soon as contractually permitted and will use my best interest to divest within 90 days, but in no case later than 120 days after such order. 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 or its underlying holdings, 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). Finally, with respect to each fund that does not qualify as an excepted investment fund, pursuant to 5 C.F.R. § 2634.312, I will also file periodic transaction reports (OGE Form 278-T) for all covered transactions involving holdings of the fund, pursuant to 5 C.F.R. § 2634.309.

- Nineteen 77 Global Multi- Strategy Alpha WM II LLC
- Clover Private Credit Opportunities (Delaware) III LP
- Clover Private Credit Opportunities Origination II LP
- Clover Private Credit Opportunities Secondary II LP

SECTION 6 – 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 black ink, consisting of a large, stylized 'J' followed by a series of loops and a long horizontal stroke extending to the right.

John Arrigo

Arrigo, John
Ethics Agreement
Tab A

3M Co.

Abbott Laboratories

AbbVie, Inc.

Accenture PLC

ASML Holding N.V Spon ADR,

Adidas AG Spon ADR

Adobe Inc.

Advanced Micro Devices Inc.

Agilent Technologies Inc.

Airbnb Inc.,

Airbus SE

Air Products and Chemicals Inc.

Akamai Technologies, Inc.

Align Technology Inc.

Altria Group Inc.

Allegion, PLC

Alphabet Inc.

Amazon.com Inc.

Amadeus IT Group ADR

American Express Co.

American Tower Corporation

Ametek Inc.

Amgen Inc.

Amphenol Corp.

Analog Devices Inc.

Ansys Inc.

APA Corp.

Apple Inc.

Archer-Daniels Midland Co.

Arista Networks Inc.

Arthur J. Gallagher & Co.

Aspen Technology Inc.

Astrazeneca PLC Spon ADR

Automatic Data Processing Inc.

Axon Enterprise Inc.

BAE Systems PLC Spon ADR

Baker Hughes Company

Ball Corporation

Bank of America Corp.

The Bank of New York Mellon Corporation

Becton Dickinson & Co.

Bentley Systems Inc.

Berkshire Hathaway Inc.

Biogen Inc.

Blackstone Inc.

BlackRock Inc.

Boeing Co.

Booking Holdings Inc.

BorgWarner Inc.

Bristol Myers Squibb Co.

Broadcom Inc.

Cboe Global Markets Inc.

CBRE Group Inc.

Cardinal Health Inc.

Carnival Corp.

Carrier Global Corp.

Cencora Inc.

Centene Corp.

Charles River Laboratories International Inc.

Chevron Corp.

Chipotle Mexican Grill Inc.

Choice Hotels International

Chubb Ltd.

Citigroup Inc.

Cisco Systems, Inc.

The Coca-Cola Company

Cognizant Technology Solutions Corp.

Colgate Palmolive Co.

Comcast Corp.

ConocoPhillips

Corpay Inc.

Coterra Energy

The Cooper Companies Inc.

CoStar Group Inc.

CrowdStrike Holdings Inc.

Cummins, Inc.

CVS Health Corp

Daiichi Sankyo Co. Ltd.

Danaher Corp.

Datadog, Inc.

Delta Airlines Inc.

DexCom Inc.

Digital Realty Trust. Inc.

Dover Corp.

DraftKings Inc.

DuPont de Nemours Inc.

Eaton Corp.

Edwards Life Sciences

eBay Inc.

Ecolab Inc.

Electronic Arts Inc.

Eli Lilly & Co.

Emerson Electric Co.

Equifax Inc.

Equinix Inc.

Expedia Group, Inc.

Expeditors International of Washington Inc.

Exxon Mobil Corp.

FedEx Corp.

Fidelity National Information Services Inc.

Fiserv Inc.

Fortinet Inc.

Garmin, Ltd.

Gartner Inc.

General Mills

GE Aerospace

GE Healthcare Technologies Inc.

General Dynamics Corp.

General Motors Co.

Gilead Sciences Inc.

Goldman Sachs Group Inc.

Henry Schein Inc.

Hewlett Packard Enterprise Company

Hilton Worldwide Holdings Inc.

Honeywell International Inc.

HP Inc.

IDEXX Laboratories Inc.

Illinois Tool Works Inc.

Incyte Corp

Ingersoll Rand, Inc.

Insulet Corp.

Intel Corp

Intercontinental Exchange Inc.

International Business Machines Corp.

International Paper Co.

Interpublic Group of Companies, Inc.

Intuitive Surgical Inc.

Johnson & Johnson Company

JPMorgan Chase and Co.

Keysight Technologies, Inc.

KKR & Co Inc.

Kenvue Inc.

Kimberly Clark Corp.

L3 Harris Technologies Inc.

LabCorp Holdings

Lockheed Martin Corp.

Leidos Holdings Inc.

Madrigal Pharmaceuticals Inc.

Marriott International Inc.

Mastercard Inc.

Medtronic PLC

Merck & Co. Inc.

Meta Platforms Inc.

Mettler-Toledo International, Inc.

MGM Resorts International

Microsoft Corp

Moderna Inc.

Monolithic Power Solutions

Monster Beverage Corp.

Morgan Stanley

Motorola Solutions Inc.

MTU Aero Engines Holdings

NetApp Inc.

NetEase Inc.

Netflix Inc.

Nike Inc.

Nordson Corp.

Northrop Grumman Corp

Norwegian Cruise Lines Holdings Ltd.

NXP Semiconductors NV

Nvidia Corp

Occidental Petroleum Corp.

Oracle Corp

Paccar Inc.

Packaging Corp of America

Palantir Technologies Inc.

Palo Alto Networks Inc.

Parker Hannifin Corp.

PayPal Holdings Inc.

PepsiCo., Inc.

Pfizer Inc.

Philip Morris International Inc.

Phillips 66

Procter & Gamble Co.

Publicis

Qualcomm Inc.

Raytheon Technologies Corp.

RELX Plc Spon ADR

Royal Caribbean Cruises Ltd.

Safran SA ADR

Salesforce Inc.

Schlumberger Ltd

ServiceNow, Inc.

Skyworks Solutions Inc.

Solventum Corp.

Starbucks Corp

Stellantis N.V.

Steris PLC

Stryker Corp

Super Micro Computer Inc.

Synopsys Inc.

Taiwan Semiconductors Manufacturing Company Ltd.

Tapestry, Inc.

TE Connectivity Plc.

Teledyne Technologies Inc.

Tesla, Inc.

Texas Instruments Inc.

Thermo Fisher Scientific Inc.

Thor Industries Inc.

TransDigm Group Inc.

Trimble Inc.

T. Rowe Price Group Inc.

United Parcel Service Inc.

Uber Technologies Inc.

Valero Energy Corp.

VeriSign, Inc.

Vertex Pharmaceuticals Inc.

Visa Inc.

The Walt Disney Company

Wabtec

Waste Management Inc.

Wells Fargo & Co.

WESCO International Inc.

Western Digital Corp.

West Pharmaceutical Services Inc.

W.R. Berkley Corp

Zebra Technologies Corp.

Zimmer Biomet Holdings Inc.

Zoetis Inc.

Sector funds

First Trust ISE Cloud Computing Index Fund

First Trust Natural Gas ETF

Global X MLP ETF

Invesco Water Resources ETF

First Trust RBA American Industrial Renaissance ETF

SPDR Energy Select Sector Fund

SPDR S&P Metals and Mining ETF

Vaneck Semiconductor ETF

Global X Robotics and Artificial Intelligence Thematic ETF