November 12, 2026

Judith S. Kaleta
Deputy General Counsel
Designated Agency Ethics Official
1200 New Jersey Ave. SE
Washington, DC 20590

Dear Ms. Kaleta:

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 Administrator of the Federal Transit Administration, U.S. Department of Transportation. 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), or obligations of the United States.

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 – TRANSPRO CONSULTING, LLC AND TRANSDASH, LLC

I am the sole owner of my consulting firm, which does business as TransPro Consulting, LLC ("TransPro Consulting"). TransPro Consulting has a wholly owned subsidiary, TransDASH, LLC ("TransDASH"). Upon confirmation, I will resign from my positions with TransPro Consulting and TransDASH. Management of TransPro Consulting will be transferred to a manager or corporate director. I will continue to have a financial interest in TransPro Consulting, but I will not provide services material to the production of income. Instead, I will receive only passive investment income from TransPro Consulting. Because I will continue to have a financial interest in TransPro Consulting, 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 TransPro Consulting, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). All amounts owed to me by any of my clients through TransPro Consulting or TransDASH will be fixed before I assume the duties of the position of Administrator, 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 any of these clients to pay these amounts. 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 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).

As soon as practicable but not later than 90 days after my confirmation, TransPro Consulting will complete a sale of 100% of its ownership interest in TransDASH to Nexgile, Inc. ("Nexgile"). The purchase price has been fixed, subject to a customary post-closing working capital adjustment to be calculated in accordance with generally accepted accounting principles (GAAP). Proceeds from the sale of TransDASH will be distributed to me from TransPro Consulting. For three months following close of the sale, TransPro Consulting also will provide transition services to Nexgile pursuant to a standard transition services agreement. Nexgile will pay TransPro Consulting a fixed monthly rate that will be set at fair market value for the transition services. 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 Nexgile to pay amounts owed to TransPro Consulting under the sale agreement or transition services agreement, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). I also 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 TransDASH until TransPro Consulting has divested it, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). I have verified that TransPro Consulting will be able to carry out the divestiture within the timeframe described above.

For a period of one year after my resignation from TransDASH or for as long as TransPro Consulting is providing transition services to Nexgile or is owed payment from Nexgile, whichever is later, I will have a "covered relationship" under the impartiality regulation at 5 C.F.R. § 2635.502 with Nexgile, including TransDASH. Pursuant to 5 C.F.R. § 2635.502(d), the agency will grant me a written authorization to participate personally and substantially in particular matters involving specific parties in which I know Nexgile, including TransDASH, is a party or represents a party. However, I understand that any authorization:

1. Will not be granted until after TransPro Consulting has completed sale of 100% of its ownership interest in TransDASH and all payment owed to TransPro Consulting for sale of TransDASH has been received.

2. Will not be granted until after TransPro Consulting has finished providing transition services to Nexgile and all payments owed to TransPro Consulting under the transition services agreement have been received.

3. Will not allow me to participate in the evaluation of any application for funding from Nexgile (including TransDASH) and in any decision to award, extend, or modify any contract or other financial agreement or arrangement between the U.S. Department of Transportation and Nexgile (including TransDASH).

Until such an authorization is granted, I will recuse pursuant to the impartiality regulation at 5 C.F.R. § 2635.502 for a period of one year after my resignation from TransDASH or for as long as TransPro Consulting is providing transition services to Nexgile or is owed payment from Nexgile, whichever is later. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of the final distribution of the sale proceeds from TransPro Consulting, I will not participate personally and substantially in any particular matter involving specific parties in which TransPro Consulting, is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

SECTION 3 – DRIVE PRO INTERNATIONAL, LLC

I am the sole owner of Drive Pro International, LLC. This company has not provided services to any client and has never engaged in any income-producing activity. Upon confirmation, I will resign from my position with Drive Pro International, LLC, and management of the company will be transferred to a manager or corporate director. I will continue to have a financial interest in this entity, but I will not provide services material to the production of income. Instead, I will receive only passive investment 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 Drive Pro International, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 4 – MARK AESCH, LLC

Upon confirmation, I will resign from my positions with Mark Aesch, LLC, and the company will change its name to remove my name. Management of the company will be

transferred to a manager or corporate director. I will continue to have a financial interest in this entity, but I will not provide services material to the production of income. Instead, I will receive only passive investment 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 this entity, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Administrator, 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 any of these clients to pay these amounts. In addition, 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 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 5 – TRANSPRO-EXECUTIVE PLACEMENT, LLC

I am the sole owner of TransPro-Executive Placement, LLC. TransPro-Executive Placement, LLC is managed by another individual. I will continue to have a financial interest in this entity, but I will not provide services material to the production of income. Instead, I will receive only passive investment 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 TransPro-Executive Placement, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 6 – TGA ENTERTAINMENT, LLC

Upon confirmation, I will resign from my position with TGA Entertainment, LLC. For my services as an advisory board member, I receive an annual cash fee from TGA Entertainment, LLC in the fixed amount of $10,000 per year. Pursuant to my advisory board agreement, if my advisory board service terminates prior to the end of a calendar year, I will receive only a pro-rated portion of the $10,000 board fee that corresponds to the amount of time I provided services during that calendar year. Because I will continue to have a financial interest in TGA Entertainment, LLC, 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 TGA Entertainment, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 7 – OTHER RESIGNATIONS

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

- The Rays The Mark Foundation, Inc.
- The Mark R Aesch Foundation, Inc

Pursuant to the impartiality regulation at 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 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).

I previously resigned from my position as manager of MA & JD RE Ventures, LLC. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, 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 MA & JD RE Ventures, 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 8 – TRUST POSITIONS

I will retain my position as a trustee of the following trusts:

- Family Trust #1
- Family Trust #2

I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Administrator. 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 trusts, 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 – PUBLICATIONS

I have authored books which are below the disclosure thresholds. I have agreements with the following entities to receive royalties from the sale of those books, which are in print and audio form:

- Ascent Audio/RBmedia
- Blackstone Publishing
- Gildan Audio
- Hyperion/Hachette Book Group
- Taylor & Francis/Routledge

With regard to each of these entities, and 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 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 10 – 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,

Mark Aesch