National Transportation Safety Board

Office of the General Counsel

Washington, DC 20594

October 24, 2025

VIA ELECTRONIC MAIL

Eric Ueland, Acting Director
U.S. Office of Government Ethics
1201 New York Avenue, NW, Suite 500
Washington, DC 20005-3917
director@oge.gov

Dear Acting Director Ueland:

The purpose of this letter is to forward the attached supplement to Mr. DeLeeuw's Public Financial Disclosure Report (278e) dated September 25, 2025.

As the Alternate Designed Agency Ethics official of the National Transportation Safety Board, I have reviewed the updated information contained in the supplement and based upon my review of these and the prior commitments made by Mr. DeLeeuw in his previously transmitted Ethics Agreement, I continue to believe that Mr. DeLeeuw is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,

ERIC JOHNSON
Digitally signed by ERIC JOHNSON
Date: 2025.10.24 13:53:31 -04'00'

Eric Johnson
Alternate Designated Agency Ethics Official

Enclosure

October 24, 2025

William T. McMurry, Jr.
Designated Agency Ethics Official
National Transportation Safety Board
490 L'Enfant Plaza East, SW
Washington, DC 20594

Dear Mr. McMurry:

The purpose of this letter is to supplement my ethics agreement signed on October 23, 2025. In a separate document, I also am supplementing my financial disclosure report by adding a position with OPES Solutions Group that was inadvertently omitted from the report. Accordingly, my ethics agreement will be amended as follows.

"I am the co-owner of an inactive consulting firm, which does business as OPES Solutions Group. Upon confirmation, I will resign from my position with OPES Solutions Group. As soon as practicable but not later than 90 days after my confirmation, I will divest my financial interest in this entity. 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). I have verified that I will be able to carry out the divestiture within the timeframe described above. I have no outstanding receivables from OPES Solutions Group, and the firm has no clients. 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 OPES Solutions Group 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 been advised that this supplement 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,

John DeLeeuw

October 23, 2025

William T. McMurry, Jr.
Designated Agency Ethics Official
National Transportation Safety Board
490 L'Enfant Plaza East, SW
Washington, DC 20594

Dear Mr. McMurry:

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 Member of the National Transportation Safety Board. 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 – AMERICAN AIRLINES

Upon confirmation, I will resign from my position with American Airlines. Pursuant to my employment agreement, I receive an annual grant of unvested restricted stock units (RSUs) as a long-term incentive in approximately April of each year that I am still employed with American Airlines, and I currently hold unvested RSUs with American Airlines. Pursuant to my employment agreement, one third of the value of my RSUs vests during the following calendar year in which RSUs are granted, and the value is paid out in cash upon vesting. Accordingly, in approximately April 2026, one third of the value of my 2025 grant of RSUs, one third of the value of my 2024 grant of RSUs, and the remaining one third of the value of my 2023 grant of RSUs will vest. However, I will not receive this payment if I am not employed at American Airlines upon the vesting date, and I will forfeit any remaining unvested restricted stock units upon separation. I do not hold vested restricted stock units or any other equity interest in this company. In addition, pursuant to my employment agreement, I will receive an annual performance-based short-term incentive bonus for services rendered in 2025 if I am still employed by American Airlines at the end of the calendar year. The American Airlines Board of Directors will calculate the bonus amount using objective performance metrics. Annual bonuses are historically paid out in April of the following year, and I anticipate receipt of the payment in April 2026 if the end of year employment eligibility criteria is met. 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 American Airlines to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the company retirement benefits policy, my spouse and I will receive lifetime standby flight privileges on American Airlines upon my retirement. Because of this ongoing financial relationship, I also will not participate personally and substantially in any particular matter involving specific parties in which I know American Airlines 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 – JH CONSULTING

I am the co-owner of a consulting firm, which does business as JH Consulting. Upon confirmation, I will resign from my position with JH Consulting. As soon as practicable but not later than 90 days after my confirmation, I will divest my financial interest in this entity. 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). I have verified that I will be able to carry out the divestiture within the timeframe described above. All amounts owed to me by JH Consulting will be fixed before I assume the duties of the position of Member, 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 JH Consulting 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 JH Consulting is a party or represents a party for a period of one year after I last provided service to that business or until the business satisfies any outstanding bill, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). 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 4 – OTHER RESIGNATIONS

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

- University of Southern California (USC) Aviation Safety and Security Program
- American Airlines Federal Credit Union

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).

SECTION 5 – DIVESTITURES

I will divest my interests in the following entities as soon as practicable but not later than 90 days after my confirmation:

- Diamondback Energy, Inc.
- Exxon Mobil Corp.
- General Dynamics Corp.
- Occidental Petroleum 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 have verified that I will be able to carry out the divestitures within the timeframe described above.

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).

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 my consultation with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 6 – SPOUSE EMPLOYMENT

My spouse receives quarterly referral payments from Allworth Financial. For as long as my spouse continues to receive these payments, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my spouse's compensation or contracts, unless I first obtain a written waiver, pursuant 18 U.S.C § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse 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 – 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,

John DeLeeuw

John DeLeeuw