November 24, 2025

Patrick Moulding
Designated Agency Ethics Official
U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Rockville, MD 20852-2738

Dear Mr. Moulding,

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 Commissioner of the Nuclear Regulatory Commission (NRC). 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 – ATOMIC SAFETY, LLC

I am the sole proprietor of my consulting firm, which does business as Atomic Safety, LLC. Upon confirmation, my consulting firm will cease engaging in any business, including the representation of clients. During my appointment to the position of Commissioner, the firm will remain dormant and will not advertise. I will not perform any services for the firm, except that I will comply with any court orders or subpoenas and any requirements involving legal filings, taxes, and fees that are necessary to maintain the firm while it is in an inactive status. As Commissioner, 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 Atomic Safety, LLC. All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Commissioner, 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 or until the client satisfies any outstanding bill, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – GENERAL MATTER, INC.

Upon my confirmation, I will terminate my consulting agreement with General Matter, Inc. Pursuant to the terms of my consulting agreement I receive hourly fees at a fixed rate for the services that I provide. In accordance with the terms of the agreement I am entitled to receive the balance of consulting fees for services I rendered up to the date that I terminate my agreement and cease to provide services. I will receive these payments within 90 days of my confirmation to the position of Commissioner. 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 General Matter Inc. to pay these amounts. In addition, 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 this entity is a party or represents a party for a period of one year after I last provided service to the entity or until they satisfy any outstanding receivable, whichever is later, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502.

SECTION 4 – BWX TECHNOLOGIES INC.

On or before December 31, 2024, I terminated my consulting agreement and ceased to provide services to BWX Technologies, Inc. I am not due any fees for services provided. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after I terminated my consulting agreement with BWX Technologies, Inc., 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).

SECTION 5 – SPOUSE EMPLOYMENT AND FAMILY BUSINESS

A. LERCH, EARLY AND BREWER, LLC

My spouse is currently a partner with the law firm of Lerch, Early, and Brewer, LLC. For as long as my spouse continues to work for Lerch, Early, and Brewer, 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 the firm, 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, 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).

B. MUDDY CREEK MOUNTAIN FAMILY LIMITED PARTNERSHIP [NO POSITION HELD]

My spouse is a general partner of Muddy Creek Mountain Family Limited Partnership, a family business operated for the purpose of leasing undeveloped land in Lewisburg, West Virginia. I do not hold a position with 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 Muddy Creek Mountain Family Limited Partnership, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

SECTION 6 – PROHIBITION ON OWNING OR PURCHASING CERTAIN ASSETS

I understand that the NRC has a supplemental ethics regulation (5 C.F.R. § 5801.102) that prohibits me, and any spouse or minor child of mine, from owning any stock, bonds, or other security interests issued by companies on an annually published list of prohibited entities, including certain energy or utility sector investment funds with more than 25% of their assets involved in such securities. I understand that this regulation prevents me, and any spouse or minor child of mine, from owning these securities in any amount during my appointment, including amounts that would otherwise qualify for exemption under 5 C.F.R. §§ 2640.201(b) and 2640.202.

SECTION 7 – DIVESTITURES

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

- DTE Energy Company
- Public Service Enterprise Group Incorporated
- Microsoft Corp.
- Alphabet Inc.

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 have a capital commitment to iCapital-Arctos Keystone Partners Fund I Access Fund, L.P. As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in iCapital-Arctos Keystone Partners Fund I Access Fund, L.P., including my capital commitments. With regard to this fund, 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 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). 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 my consultation with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 8 – 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,

Douglas Weaver

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