

August 22, 2017

Charles A. Beamon
Designated Agency Ethics Official
Federal Energy Regulatory Commission
888 First St., NE
Washington, D.C. 20426

Dear Mr. Beamon:

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, Federal Energy Regulatory Commission.

As required by 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 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

Upon confirmation, I will resign my position as Partner with Jones Day. Pursuant to my partnership agreement, I will receive a partnership share for services performed in 2016 and in 2017 based on the value of my partnership interest through the date of my withdrawal from the partnership. This payment will be fixed as of the date of my withdrawal from the partnership. The firm's payments to me under the partnership agreement will constitute my final compensation through the date of such withdrawal and will be paid within 30 days of my departure from the firm. I currently have a capital account with the firm into which I have paid capital contributions pursuant to my partnership agreement, and I will receive a refund of that account within 30 days of my withdrawal from the firm. 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 firm to make these payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. 208(b)(1). 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 the firm is a party or represents a party, unless I have first been

authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, 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).

Following my resignation from Jones Day, I will continue to retain a deferred vested benefit in the Jones Day Partnership Agreement Retirement Benefit and the Jones Day Qualified Defined Benefit Plan. Pursuant to customary arrangements for retiring partners, I also will retain term life insurance coverage. Therefore, 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 Jones Day to provide these benefits to me, 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).

Upon confirmation, I will resign my position on the Board of Directors of the Charitable Foundation of the Energy Bar Association. 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 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 will divest my interest in the Nuveen Virginia Quality Municipal Income Fund, within 90 days of my confirmation. Until I have completed this divestiture, 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 any holding of the Nuveen Virginia Quality Municipal Income Fund that is invested in the energy sector, 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).

My spouse is employed by The Boeing Company (Boeing). She owns common stock, restricted stock units, and stock options. She does not own any restricted stock. 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 Boeing, 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 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 exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in

addition to the commitments I have made in this ethics agreement. I also understand that I am subject to the standards of ethical conduct for employees of the Executive Branch.

I will meet in person with you during the first week of my service in the position of Commissioner in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

Finally, I have been advised that this ethics agreement will be posted publicly, consistent with 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics along with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin J. McIntyre". The signature is fluid and cursive, with a large loop at the end of the last name.

Kevin J. McIntyre