

Shubha Sastry
Designated Agency Ethics Official and
Deputy Legal Adviser
Office of the Legal Adviser
U.S. Department of State
Washington, D.C. 20520

Re: Ethics Undertakings

Dear Ms. Sastry:

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 U.S. Ambassador to the Republic of Haiti. 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 Haiti, 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.

I have a managed account, and 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. 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 pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – HOLMES EQUITY, INC.

Upon confirmation I will resign from my position with Holmes Equity, Inc., and my related position with Belfort Parkway Jax, LLC. As soon as practicable but not later than 90 days after my confirmation, I will divest my equity interests in Holmes Equity, Inc. and this will also divest my interest in Belfort Parkway Jax, LLC. Until I have divested these interests, 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 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. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or for as long as I have an outstanding loan from Holmes Equity, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know Holmes Equity, Inc. or Belfort Parkway Jax LLC is a party or represents a party, unless I am first authorized pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – RALLY X INC.

Upon confirmation, I will resign from my position with RallyX Inc. 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. Pursuant to company policy, I am also entitled to severance that will be paid bi-weekly over one year. Because I will continue to own a profits interest in RallyX Inc., 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 RallyX Inc. unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

SECTION 4 – SECURITY PARTNERS LLC

I am the majority owner of a consulting firm, Security Partners, LLC DBA Caribbean Security Group. The consulting business has been dormant since August 2026. Security Partners, LLC will be dissolved and will not advertise for the duration of my appointment to Ambassador. I will not at any time receive compensation for any services that I perform during my Federal employment. As Ambassador, 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 Security Partners, LLC. All amounts owed to me by any of my clients will be fixed and received before I assume the duties of the position of Ambassador. 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 –FAMILY TRUST

I have previously resigned from my position as trustee of the Family Trust. As soon as practicable but not later than 90 days after my confirmation, the trustees will divest the Family Trust's interests in Holmes Equity. Because I will continue to have a financial interest in the Family Trust, 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 Family Trust and its holdings unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

SECTION 6 - OTHER RESIGNATIONS

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

- Adina Construction, LLC
- Avoda Holdings
- Capital Concrete & Masonry Solutions, LLC
- Capital Framing, LLC
- Core Outdoors, LLC
- Cornerstone Insulation, LLC
- Cornerstone Paint & Drywall, LLC
- Cornerstone Trim, LLC
- Holmes Ventures LLC
- Hometown Home Health LLC
- Outdoor Lighting Solutions, LLC
- Parker House 369 LLC
- Rally Fleet Services LLC

I will continue to have a financial interest in these entities, but I will not provide services material to the production of income. Instead, I will receive only passive investment income from them. 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 unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

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

- Tiger Holmes Plaza
- Sherpa Solutions LLC
- DL Aviation Solutions
- FL Families for Action, Inc.
- 10 Talent Ministries Inc.
- Rally Defense Solutions, LLC

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 7 – OTHER DIVESTITURES

I have an equity interest in and capital commitments to CMT Digital Opportunities Fund LLC, and Ten VC and an equity interest in CMT Digital Opportunities Fund II LLC. As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in CMT Digital Opportunities Fund LLC, CMT Digital Opportunities Fund II LLC, and Ten VC, including my 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 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 consulting 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,

Austin Holmes

A handwritten signature in blue ink, appearing to read 'A. Holmes', with a horizontal line extending from the end.

9/1/2026