

January 13, 2014

Robert A. Shapiro  
Associate Solicitor  
Office of Legal Counsel  
Office of the Solicitor  
U.S. Department of Labor  
Rm. N2700  
200 Constitution Ave., NW  
Washington, DC 20210

Dear Mr. Shapiro:

The purpose of this letter is to describe the steps I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Deputy Secretary, U.S. Department of Labor.

As required by 18 U.S.C. § 208, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on my financial interests or those of any person whose interests are imputed 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). 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.

I will divest my interests in the following entities within 90 days of my confirmation: Annaly Capital Mortgage, Berkshire Hathaway, Cisco, Coca-Cola, Proctor & Gamble, Microsoft, CBS and Viacom. With regard to each of these entities, I will not participate personally and substantially in any particular matter that 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 understand that I may be eligible to request a Certificate of Divestiture for these 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 divest these assets within 90 days of my confirmation and will invest the proceeds in non-conflicting assets.

I am the sole proprietor of my consulting firm, which does business as Bow River Group LLC. Upon confirmation, my firm will cease engaging in any business, including providing consulting services to clients. During my appointment to the position of Deputy Secretary, 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 requirements involving legal filings, taxes and fees that are necessary to maintain the firm while it is in inactive status. As Deputy Secretary, I will not participate

personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of Bow River Group LLC. In addition, I will not participate personally and substantially in any particular matter involving specific parties in which 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).

Upon confirmation, I will resign from my positions with Georgetown University McCourt School of Public Policy and the Center for the Study of the Presidency and Congress. I will also terminate my consulting services with Reed Elsevier and the Information Technology Industry Council. For a period of one year after my resignation from, or termination of services with, each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which 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).

Upon confirmation, I will terminate my consulting agreement with FiscalNote, LLC. I own shares of unvested restricted stock in FiscalNote, LLC. I do not own shares of common stock, vested restricted stock, or stock options. Upon terminating my consulting agreement with FiscalNote, LLC, I will forfeit any restricted stock that has not vested. I will retain any shares of restricted stock that vest prior to the termination of my consulting agreement. For as long as I hold restricted stock or stock, I will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of FiscalNote, LLC, 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). For a period of one year after terminating my consulting agreement, I will not participate personally and substantially in any particular matter involving specific parties in which FiscalNote, LLC, is a part or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. 2535.502(d).

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 with other ethics agreements of Presidential nominees who file public financial disclosure reports.

Finally, I understand that as an appointee I am required to sign the Ethics Pledge (Exec. Order No. 13490) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this and any other ethics agreement.

Sincerely,



Christopher P. Lu