

March 6, 2017

Mr. Robert A. Shapiro
Alternate Designated Agency Ethics Official
U.S. Department of Labor
200 Constitution Ave., NW, Rm. N2700
Washington, DC 20210

Dear Mr. Shapiro:

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 Secretary of the U.S. Department of Labor.

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 from my positions with the following entities: Florida International University; Breakthrough Miami; Gulliver Schools; and American Bar Association Commission on Hispanic Legal Rights and Responsibilities. 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).

Upon confirmation, I will resign from my position with U.S. Century Bank. I hold vested and unvested warrants for shares of U.S. Century Bank stock. I do not hold stock, stock options, or restricted stock. Upon resignation, I will forfeit all of my warrants that are unvested on the date of my resignation. Pursuant to the policy of U.S. Century Bank, I will have 90 days following my resignation to exercise my vested warrants before they expire. I will not receive a bonus for work I performed during 2017. If U.S. Century Bank decides to pay me a bonus for work I performed during 2016, I will not accept the bonus and will forfeit it, unless I receive the bonus before I assume the duties of the position of Secretary. Any bonus will be awarded in the form of a credit toward the exercise of my vested warrants. If I receive a bonus, I will not participate personally and substantially in any particular matter involving specific parties in which I know U.S. Century Bank is a party or represents a party for a period of two years from the date on which I receive the bonus. If I do not receive a bonus, I will not participate personally and substantially in any particular matter involving specific parties in which I know

U.S. Century Bank is a party or represents a party for a period of one year from the date of my resignation, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

For as long as I continue to hold either warrants for shares of U.S. Century Bank stock or stock in U.S. Century Bank, 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 U.S. Century Bank 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).

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), obligations of the United States, or municipal bonds.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rene Alexander Acosta". The signature is stylized and written in a cursive-like font.

Rene Alexander Acosta