

November 30, 2017

Robert E. Feldman  
FDIC Ethics Counselor  
550 17th Street, N.W.  
F 1058  
Washington, DC 20429

Dear Mr. Feldman,

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 Member of the Board of Directors of the Federal Deposit Insurance Corporation.

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 position with Fifth Third Bank. I received a signing bonus payment in January 2017. After I came under consideration for the position of Member of the Board of Directors of the Federal Deposit Insurance Corporation, Fifth Third Bank determined that I would not be required to repay any portion of the signing bonus. For a period of two years after my receipt of this payment, I will not participate personally and substantially in any particular matter involving specific parties in which I know Fifth Third Bank, is a party or represents a party, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

I will receive a bonus for the work I performed during calendar year 2017. Fifth Third Bank will use an objective formula to calculate this bonus. If I am confirmed before the end of the calendar year on December 31, 2017, Fifth Third Bank, will pay me a *pro rata* share of my bonus that covers only the period of calendar year 2017 prior to my resignation, as is the Bank's practice for departing executive members. I will not receive a bonus for calendar year 2018. If I assume the duties of the position of Member before December 31, 2017, 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 Fifth Third Bank, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). After December 31, 2017, 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 Fifth Third Bank, to make this payment to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I understand that the Federal Deposit Insurance Act prohibits members of the Board of Directors from holding stock in any insured depository institution or depository institution holding company. 12 U.S.C. § 1812(e)(2)(B). I hold unvested common stock, restricted stock units, and stock appreciation rights. I do not hold any stock options, vested common stock, restricted stock units, or stock appreciation rights. If I resign after February 3, 2018, one third of the shares of restricted stock units and stock appreciation rights that I hold will vest. My restricted stock units and stock appreciation rights will be paid in cash upon resignation. Upon resignation, I will forfeit any unvested common stock, restricted stock units, and stock appreciation rights.

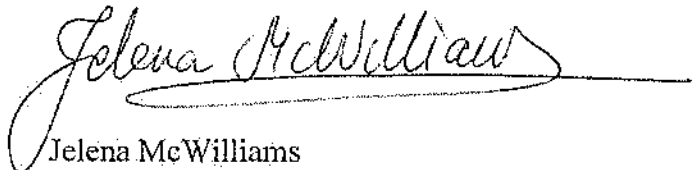
If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment 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 Member 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.

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,



Jelena McWilliams