



**INSTITUTIONAL SUITABILITY CERTIFICATE AFFIRMATIVE INDICATION
OF EXERCISE OF INDEPENDENT JUDGMENT**

In connection with any recommended transaction or investment strategy by a registered broker-dealer or bank dealer, the undersigned acknowledges on behalf of the Institution named below that:

- I. It is an Institutional Account as defined in FINRA Rule 4512(c)¹;
- II. It (1) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (2) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing;
- III. It will notify BOK Financial Securities, Inc. or BOKF, NA (together "BOK") and each broker-dealer servicing the Institutional Account if anything in this Certificate ceases to be true;
- IV. This Certificate and the information contained herein may be shared with broker-dealers or third parties, including via a secure database or electronic platform established by BOK; and
- V. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

NOTE: This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the "Institutional Account" named in this Certificate, whether for the account of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

	43-6000810
Institution	Tax ID
Address 1 Columbia	Address 2
City	State, Zip
Contact Name & Title	Email address

Signature:

Date:

¹ The term "Institutional Account" means the account of: (1) a bank, savings and loan association, insurance company or registered investment company; (2) an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or (3) any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million as of the date of this Certificate (whether such assets are invested for such person's own account or under management for the account of others).

**SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL (SMMP) AFFIRMATION
(Pursuant to MSRB Rule D-15¹)**

In connection with any municipal securities transaction, the undersigned acknowledges on behalf of the Customer Account named below that:

- I. It is a customer of the nature defined in MSRB Rule D-15(a)²;
- II. It is capable of evaluating investment risks and market value independently, both in general and with regard to all transactions and investment strategies in municipal securities;
- III. It (1) is exercising independent judgment in evaluating:
 - (A) the recommendations of any Dealer or its associated persons;
 - (B) the quality of execution of the customer’s transactions by the Dealer; and
 - (C) the transaction price for non-recommended secondary market agency transactions as to which (i) the Dealer’s services have been explicitly limited to providing anonymity, communication, order matching and/or clearance functions and (ii) the Dealer does not exercise discretion as to how or when the transactions are executed; and
 (2) has timely access to material information that is available publicly through established industry sources as defined in MSRB Rule G-47³;
- IV. It will notify BOK Financial Securities, Inc. (“BOKFS”) if anything in this Certificate ceases to be true;
- V. This Certificate and the information contained herein may be shared with Dealers or third parties; and
- VI. He or she is authorized to sign on behalf of the Customer Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

NOTE: This Certificate shall apply with respect to all transactions and investment strategies involving municipal securities that are entered into by the Customer Account named in this Certificate, whether for the account of such Customer Account or for the account of any beneficial owner that has delegated decision making authority to such Customer Account.

Name of Authorized Signatory:	Customer Account Name:
Title of Authorized Signatory:	Date:
Signature of Authorized Signatory:	

¹ Available at <http://msrb.org/Rules-and-Interpretations/MSRB-Rules/Definitional/Rule-D-15.aspx>

² Pursuant to MSRB Rule D-15, the term “sophisticated municipal market professional” or “SMMP” is defined by three essential requirements: the nature of the customer; a determination of sophistication by the broker, dealer, or municipal securities dealer (“Dealer”); and an affirmation by the customer. The customer must be (1) a bank, savings and loan association, insurance company or registered investment company; (2) an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions); or (3) any other person or entity with total assets of at least \$50 million as of the date of this Certificate.

³ Pursuant to MSRB Rule G-47(b)(i), established industry sources shall include the MSRB’s Electronic Municipal Market Access (“EMMA”[®]) system, rating agency reports, and other sources of information relating to municipal securities transactions generally used by brokers, dealers, and municipal securities dealers that effect transactions in the type of municipal securities at issue. Pursuant to MSRB Rule G-47(b)(ii), information is considered to be material if there is a substantial likelihood that the information would be considered important or significant by a reasonable investor in making an investment decision.

PLEASE NOTE THAT THE CERTIFICATE HAS NOT BEEN APPROVED, AUTHORIZED OR ENDORSED BY THE MSRB AND IS NOT BEING REQUESTED BY THE MSRB

Institutional Account Information

Acct Number: _____

Title: City of Columbia

Registration: _____

Investment Style: Conservative Moderate Aggressive

Sales Team: _____

Bank Acct Number: _____

Statement/Confirm mailing address:

I hereby authorize, direct, and empower BOK Financial Capital Markets ("Bank Dealer") to charge and credit the above referenced bank account for all transactions executed through the Bank Dealer, by me (us) or for other indebtedness in connection with such transactions and adjustments for any erroneous entries.

Client Initial: **Organization Information**Organization Name: City of ColumbiaTax ID: 43-6000810Address 1: 701 E BroadwayHome Phone: 573-874-7368Address 2: P.O. Box 6015

Bus Phone: _____

Address 3: _____

City: ColumbiaState: MissouriZip: 65205Inv. Experience: No Yes**Primary Contact Information****Contact Name:** Matthew Lue

Phone: _____

Additional Contact 2: _____

Phone: _____

Additional Contact 3: _____

Phone: _____

Additional Contact 4: _____

Phone: _____

Is Primary Contact:

1) Affiliated with or employed by a member of a stock exchange or Financial Industry Regulatory Authority (includes immediate family)?

 No Yes given name of firm: _____

2) Senior officer, director or large shareholder of a public company?

 No Yes given name of company: _____

3) Is client maintaining other brokerage accounts?

 No Yes given name of firm: _____

4) Is the client giving discretion on the account to another person(s)?

 No Yes discretion to: _____

Account Objective

Select ONE:

Liquidity I: The account is to be primarily invested in money market funds.

Liquidity II: The account is to be primarily invested in money market funds, with minimal additional investments in heavily traded or blue chip stocks and/or high grade bonds.

Income-Conservative: The account is to be completely invested in fixed income and money market funds.

Income: The account is to be primarily invested in fixed income, with some dividend-paying equity exposure.

Balanced: The account is to be invested in a relatively even mixture of income-producing and growth assets.

Growth with Income: The account is to be invested in a mixture of growth assets and fixed income, weighted toward capital appreciation over time.

Long-Term Growth: The account is to be invested in a mixture of growth assets, seeking capital appreciation through buying and holding over an extended period.

Aggressive Short-Term Growth: The account is to be invested in a mixture of growth assets with some speculative investments, seeking short-term capital gains through buying and selling over a short period of time.

SSN/TIN Certification

Tax Certification: Under penalties of perjury, I certify that: 1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, 3) I am a U.S. person (including a U.S. resident alien). 4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Note: You must cross out (b) above if you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For Payers Exempt from Backup withholding (if you are unsure, ask us for a complete set of IRS instructions), write the word "Exempt" here: _____ . If this is a joint account, the Social Security Number of the account holder who is named first in the account title MUST be used. If you are exempt from FATCA reporting (if you are unsure, ask us for a complete set of IRS instructions) enter your exemption from FATCA reporting code (if any) here: _____ .

X _____
Signature of U.S. Person Date

BOKF, NA Privacy Policy

I have received, read, and understand the BOKF Privacy Policy.

My preference is: **to share** **not to share** my information among the BOKF family of companies.

Please review your information above- (and the Joint Holder information if applicable), read the attached Agreement, and sign below:

I (we) represent that I (we) have received, read, and understand the terms and conditions governing this account and agree to be bound by such terms and conditions as are currently in effect and as may be amended from time to time. This document contains a pre-dispute arbitration clause, which appears in the enclosed Agreement in paragraph 13 and 14.

X _____
Authorized Contact's Signature Date

FOR OFFICE USE ONLY

<p>SIGNATURE OF ACCEPTANCE: (Registered Representative)</p> <p>Signature: _____ Date: _____</p>	<p>(Authorized Supervisor)</p> <p>Signature: _____ Date: _____</p>
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1. Provisions in the event of Failure to Pay or Deliver

Whenever the undersigned does not, on or before the settlement date, pay in full for any security purchased for the account of the undersigned, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule or regulation), (a) until payment or delivery is made in full, to pledge, repledge, hypothecate or rehypothecate, without notice, any or all securities which you may hold for the undersigned (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities, and/or (b) to sell any or all securities which you may hold for the undersigned (either individually or jointly with others), or to buy in any or all securities required to make delivery for the account of the undersigned, or to cancel any or all outstanding orders or commitments for the account of the undersigned.

2. Cancellation Provisions

You are authorized, in your discretion, should the undersigned die or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out the accounts of the undersigned, in whole or in part, or to close out any commitment made on behalf of the undersigned.

3. General Provisions

Any sale, purchase or cancellation authorized hereby may be made according to your judgment and at your discretion on the exchange or other market where such business is then usually transacted, or at public auction, or at private sale without advertising the same and without any notice, prior tender, demand or call, and you may purchase the whole or any part of such securities free from any right of redemption, and the undersigned shall remain liable for any deficiency. It is further understood that any notice, prior tender, demand, or call from you shall not be considered a waiver of any provision of this agreement. The undersigned shall include any person executing this agreement on the front thereof. "You" shall include the bank, broker, or other financial institution which opened the account of the undersigned.

4. Successors

This agreement and its provisions shall be continuous, and shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon the undersigned and/or the estate, executors, administrators and assigns of the undersigned.

5. Age

The undersigned, if an individual, represents that he or she is of full age.

6. Interest in Account

No one except the undersigned has an interest in any of its accounts with you unless such interest is revealed in the title of such account and in any case the undersigned has the interest indicated in such title.

7. Orders and Statements

The undersigned acknowledges that some transactions may be processed through entities other than BOK Financial Capital Markets. Order confirmation reports of the account will reflect the entity name. Reports of the execution of orders and statements of the account of the undersigned shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after forwarding by you to the undersigned by mail or otherwise.

8. Force Majeure

You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings, or other conditions beyond your control.

9. Fees and Charges

The undersigned agrees to the fees and charges on the fee schedule received by the undersigned. You may change the fee schedule from time to time.

10. Joint Accounts

If this is a joint account, unless we notify you otherwise and provide such documentation as you require, the brokerage account(s) shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. You shall be fully protected in acting, but shall not be required to act upon the instructions of either of us. Each of us shall be liable, jointly and individually, for any amounts due to you pursuant to this Agreement, whether incurred by either or both of us.

11. Address

Communications may be sent to the undersigned at the current address of the undersigned which is on file at your office, or at such other address as the undersigned may hereafter give you in writing. All communications so sent, whether by mail, telegraph, messenger or otherwise, shall be deemed given to the undersigned personally, whether actually received or not.

12. Recording Conversations

The undersigned understands and agrees that for our mutual protection you may electronically record any of our telephone conversations.

13. Cause of Action

Any cause of action for a breach or enforcement of, or a declaratory judgment respecting, this Agreement shall be commenced and maintained only in the United States District Court for the Northern District of Oklahoma or the applicable Oklahoma state trial court sitting in Tulsa, Oklahoma and having subject matter jurisdiction. This Agreement shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions) of the State of Oklahoma.

14. Referral Disclosures

BOK Financial Capital Markets ("Bank Dealer") is performing the brokerage services under this Agreement, not the Bank of _____ (the "Bank"). The securities purchased for your Bank Dealer account are not deposits or other obligations of any bank, are not guaranteed by any bank and are not insured by the Federal Deposit Insurance Corporation (the "FDIC").

15. Business Resumption Disclosure

The Bank Dealer's Business Resumption Plan has been developed in order to respond and recover should a disaster occur at one or more of our offices. The plan is designed for all of our business units to be able to resume business with the least amount of interruption to the many valuable services, which we provide to our customers.

Our plan outlines the actions the Bank Dealer will take in the event of a building, city-wide, or regional incident, including relocating technology and operational personnel to pre-assigned alternate regional facilities. Technology data processing can also be switched to an alternate regional data center.

All Bank Dealer operational facilities are equipped for resumption of business and are regularly tested. Our recovery time objective for business resumption, including those involving a relocation of personnel or technology, is typically three (3) business days. This recovery objective may be negatively affected by the unavailability of external resources and circumstances beyond our control.

17. Complaints

To discuss any concerns or issues, please direct your inquiries to

BOK Financial Capital Markets
ATTN: Compliance
One Williams Center, Plaza Level SE
Tulsa, Oklahoma 74172

Or contact us by telephone at 1-877-781-6889



WHAT DOES BANK OF OKLAHOMA DO WITH YOUR PERSONAL INFORMATION?



Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information.

Please read this notice carefully to understand what we do.



The types of personal information we collect and share depend on the product or service you have with us.

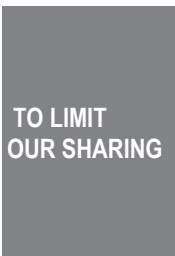
This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores



All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of Oklahoma chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES BANK OF OKLAHOMA SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

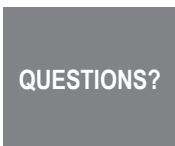


- Mail the form below

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.



Call **1-800-234-6181**

Privacy Policy

MAIL-IN FORM

Mark any/all you want to limit:

Do not allow your affiliates to use my personal information to market to me.

Name		Mail to: Bank of Oklahoma Attn: CRF/EFT Department P.O. Box 2300 Tulsa, OK 74192-0002
Address		
City, State, Zip		
Account #		

Privacy Policy

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WHAT WE DO

How does Bank of Oklahoma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bank of Oklahoma collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• open an account or deposit money• pay your bills or apply for a loan• use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none">• sharing for affiliates' everyday business purposes— information about your creditworthiness• affiliates from using your information to market to you• sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

DEFINITIONS

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none">• <i>Our affiliates include companies with a common ownership under BOK Financial Corporation; and financial companies such as Financial institutions, Securities companies, Broker-dealers, Insurance companies and Trust companies.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none">• <i>Bank of Oklahoma does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none">• <i>Our joint marketing partners include credit card companies and insurance companies.</i>

Privacy Notice for California Residents Only

Effective Date: January 1, 2020

This **Privacy Notice for California Residents** supplements the information contained in our foregoing PRIVACY NOTICE and applies solely to residents of the State of California under the California Consumer Privacy Act (CCPA).

INFORMATION WE COLLECT

1. **Categories of Personal Information.** We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). Depending on the type of products and services you use, we may have collected, and/or disclosed the following categories of personal information within the last twelve (12) months:

CATEGORY	EXAMPLES OF DATA WE MAY COLLECT
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers
B. Personal information categories	A name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, gender or veteran or military status
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming
E. Biometric information	Information, such as, fingerprints, faceprints, and voiceprints, physical patterns such as keystrokes and sleep, health, or
F. Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement
G. Geolocation data	Physical location or movements
H. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information
I. Professional or employment-related information	Current or past job history or performance evaluations
J. Inferences drawn from other personal information	Profile reflecting preferences, characteristics, predispositions or behavior

2. **Categories of Sources for Information**

We obtain personal information from the following categories of sources:

- You and your authorized agents
- Our affiliates
- Public records or government agencies
- Consumer reporting agencies
- Consumer data resellers
- Other financial institutions, clearing, fund transfer, settlement systems, etc.
- Customers
- Joint marketing partners
- Our service providers
- Internet participants and social media networks

3. **Use of Personal Information**

We may use or disclose the personal information we collect for one or more of the following business purposes:

- Provide you with information, products or services
- Fraud prevention
- Provide you with alerts and other notices concerning our products or services
- Carry out our obligations and enforce our rights arising from any contracts entered into between you and us
- Improve our websites
- Testing, research, analysis and product development
- Detect, investigate, report and prevent activities that may violate our policies or be illegal, respond to law enforcement requests and as required by applicable law
- To evaluate or conduct a merger, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets in which personal information held by us is among the assets transferred
- To hire or retain employees, consultants and service providers
- As described to you when collecting your personal information

4. **Sharing Personal Information**

In the preceding twelve (12) months, depending on the type of products and services you use, we may have disclosed the categories of personal information listed in number 1 above for a business purpose to the following categories of third parties:

- Our affiliates
- Our service providers
- Joint marketing partners
- Third parties to whom you or your agents authorize us to disclose your personal information in connection with products or services we provide to you In the preceding twelve (12) months, we have not sold any personal information that is subject to the CCPA.

5. Your Right to Make Requests

The CCPA provides California residents with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

A. Request to Know About Personal Information Collected, Used or Disclosed for a Business Purpose

You have the right to request that we disclose the personal information that we have collected or disclosed for a business purpose over the past 12 months when you request any or all of the following:

- The specific pieces of personal information we collected about you
- The categories of personal information we collected about you
- The categories of sources for the personal information we collected about you

B. Request to Delete Personal Information Collected by Us

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. We may deny your deletion request if retaining the information is necessary for us or our service providers to

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities
- Debug to identify and repair errors that impair existing intended functionality
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law
- Comply with the California Electronic Communications Privacy Act
- Enable solely internal uses that are reasonably aligned with expectations based on your relationship with us

C. How to Exercise Your CCPA Rights

Methods: To exercise the rights described above, please submit a request to us by one of the following methods:

Call us at: 844-961-1054

Visit us at: www.bankofoklahoma.com/privacyrequest

Information to Include in the Request:

- Provide sufficient information that allows us to verify you are the person about whom we collected personal information
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it. For instance, state whether your request

Who Can Make the Request: Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

How Often You Can Make a Request: You may make a verifiable consumer request to know or delete personal information twice within a 12-month period.

D. Our Process for Responding to Your Request

First, the CCPA requires us to determine that the request to know or delete personal information is made by the consumer whose information is the subject of the request. This is referred to as a verifiable consumer request. Upon receipt of your request, we may need to ask you to provide additional information either to confirm your identity or to accurately respond to your request.

Once we have the information to verify and respond to your request, we will review it and determine what specific information about you should be returned to you in response to a request to know and what information must be deleted by us and our service providers in response to a request to delete.

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. Any disclosures we provide will only cover the preceding 12-month period. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For right to know requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

6. Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights.

7. Contact Information

If you have any questions or comments about our privacy policies and practices, please contact us at: 844-961-1054



**CERTIFICATE OF RULE 144A QUALIFIED INSTITUTIONAL BUYER
AND SECTION 3(C)(7) QUALIFIED PURCHASER**

Fax: 212.577.4506
E-Mail: compliancemanager@dealogic.com

Revised 10/2020

I. The undersigned certifies that it is familiar with Rule 144A under the Securities Act of 1933, agrees that persons selling securities to the undersigned in reliance upon Rule 144A may rely on the information contained in this certificate and represents and warrants that:

- (i) * It is a Qualified Institutional Buyer ("QIB") (as described in Annex A hereto) of the following type:
Dealer [Insert type of institution as it appears in bold in Annex A hereto (e.g., insurance company, investment adviser, etc.)]
 - (ii) * as of July 08, 20 22 [Insert a specific date that is on or after the close of undersigned's most recent fiscal year], the undersigned owned or invested on a discretionary basis \$ 40 million (Insert a specific dollar amount.) of "eligible securities" (as set forth in Annex A);
 - (iii) if the amount specified in clause (ii) above is less than US\$100 million but not less than US\$10 million the undersigned is a dealer registered under Section 15 of the Securities Exchange Act of 1934 (the "Exchange Act");
 - (iv) if the amount specified in clause (ii) above is less than US\$10 million, the undersigned is a dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a QIB;
 - (v) if the undersigned decides to purchase Rule 144A securities for the accounts of others, it will purchase Rule 144A securities only for accounts that independently qualify as QIBs as defined in Rule 144A;
 - (vi) ** if the undersigned is an investment adviser acting for one or more registered investment companies that are part of a family of investment companies (as defined in Rule 144A) that in the aggregate owns or invests on a discretionary basis at least \$100 million of "eligible securities" (as set forth in Annex A), or if the undersigned is itself a registered investment company that is part of such a family of investment companies, as of 20, [Insert a specific date that is on or after the close of the most recent fiscal year of each such registered investment company], the family of investment companies in the aggregate owned or invested on a discretionary basis the following amount of "eligible securities" (as set forth in Annex A) [check one] \$100 million or more but under \$1 billion, \$1 billion or more but under \$10 billion, \$10 billion or more; and
 - (vii) * the undersigned's current fiscal year ends on December 31, 20 22.
- * See Annex A
** See Annex A

II. The undersigned certifies that it has read and agrees to Annex B, and that it is a "Qualified Purchaser" as defined in Section 2(a)(51) and the related rules of the Investment Company Act of 1940, as amended (the "Investment Company Act"), and further represents and warrants that:

- (i) it is not a:
"dealer" described in (ii) of Annex A that owns and invests on a discretionary basis less than US\$25 million in "eligible securities" (excluding securities constituting the whole or part of an unsold allotment to or subscription as a participant in a public offering); or
"plan" described in (g) or (h) of Annex A or a "trust fund" described in (i) of Annex A that holds assets for such a plan, the investment decisions of which are made by the beneficiaries of the plan and not solely by the fiduciary, trustee or sponsor of the plan;
- (ii) the undersigned is not an entity that was formed for the specific purpose of investing in securities of issuers relying on the Section 3(c)(7) exception from the definition of "investment company" in the Investment Company Act (or if it was formed for such purpose, then each beneficial owner of its securities is a Qualified Purchaser);
- (iii) if the undersigned was formed prior to April 30, 1996 and is an investment company excepted from the Investment Company Act pursuant to Section 3(c)(1) or Section 3(c)(7) thereof, then its treatment as a Qualified Purchaser has been consented to (in the manner required by Section 2(a)(51)(C) of the Investment Company Act and rules thereunder) by its beneficial owners who acquired their interests on or before April 30, 1996; and
- (iv) if the undersigned decides to purchase for the accounts of others securities that are subject to restrictions limiting transfer to only Qualified Purchasers (which are sometimes referred to as "QIB/QP" or "3(c)(7)" securities), it will purchase such securities only for accounts which can, and each such account will be deemed to, make the representations and warranties in Part II(i), (ii) and (iii) above. (An insurance company may purchase for one or more of its separate accounts without regard to whether such separate account could independently make those representations and warranties.)
- (v) The undersigned agrees to promptly advise you if any of the representations or warranties in this certificate ceases to be true.
- (vi) The undersigned certifies that the undersigned is the institution's chief financial officer, a person fulfilling an equivalent function, or other executive officer of the purchaser.

Institution Name BOK Financial Securities, Inc	Address, City, State, Zip 499 W. Sheridan Avenue, Suite 2500 Oklahoma City, Ok 73102	
Name of Authorized Signatory John Coffman	Tax ID / EIN / Reg No 73-1275307	Includes affiliates and wholly owned subsidiaries (check if applicable) <input type="checkbox"/>
Title of Authorized Signatory (must be an executive officer) Senior Vice President	Telephone 405-272-2088	
Signature of Authorized Signatory 	Email Address jcoffman@bokf.com	

This Certificate will be deemed valid for the Institution named above. If there are additional institutions (e.g. subaccounts, mutual funds or affiliates) to be designated as Qualified Institutional Buyers by this Certificate, please provide a list of such Institutions.

ANNEX A

* Completion of this field required.

** If the undersigned is an investment adviser acting for one or more registered investment companies that are part of a family of investment companies (as defined in Rule 144A) that in the aggregate owns or invests on a discretionary basis at least \$100 million of "eligible securities" (as set forth in Annex A), or if the undersigned is itself a registered investment company that is a part of such a family of investment companies, then completion of BOTH Part I(ii) AND Part I(vi) (in addition to Part I(i) and Part I(vii)) are required. If the undersigned is an investment adviser acting for more than one such family of investment companies, attach a list identifying each family and the information required by this clause (vi) for each family.

I. Qualified Institutional Buyer ("QIB") means any of the following institutions:

(i) An institution referred to in any of clauses (a) through (n) below that owns or invests on a discretionary basis at least US\$100 million in "eligible securities" (defined in (B) below), provided that such institution is buying for its own account or for the accounts of other QIBs.

- | | | |
|-----|---|--|
| (a) | Insurance Company | An insurance company as defined in Section 2(a)(13) of the Securities Act of 1933 (the "Act"). A purchase by an insurance company for one or more of its separate accounts (as defined in Section 2(a)(37) of the Investment Company Act of 1940 (the "Investment Company Act")), which separate accounts are not, and are not required to be, registered under the Investment Company Act, is deemed to be a purchase by the insurance company. |
| (b) | Investment Company | An investment company registered under the Investment Company Act. |
| (c) | Investment Adviser | An investment adviser registered under the Investment Advisers Act of 1940 (the "Investment Advisers Act"). |
| (d) | Corporation | A corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association equivalent institution). |
| (e) | Partnership | A partnership |
| (f) | Business Trust | Massachusetts or similar business trust. |
| (g) | Plan | A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees. |
| (h) | Employee Benefit Plan | An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974. |
| (i) | Trust Fund | A trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (g) or (h) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans. |
| (j) | Organization | An organization described in Section 501(c)(3) of the Internal Revenue Code. |
| (k) | Business Development Company, Section 2(a)(48) | A business development company as defined in Section 2 (a)(48) of the Investment Company Act. |
| (l) | Business Development Company, Section 202(a)(22) | A business development company as defined in Section 202 (a)(22) of the Investment Advisers Act. |
| (m) | Small Business Investment Company | A Small business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958. |
| (n) | Bank | A bank as defined in Section 3(a)(2) of the Act, a savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution that has an audited net worth of at least US\$25 million in its latest annual financial statements. |
| (o) | Rural Business Investment Company | A Rural Business Investment Company, as defined in Section 384A of the Consolidated Farm and Rural Development Act. |
| (p) | Limited Liability Company | A limited liability company, along with the other entity types previously listed in Rule 144A(a)(1)(i)(H) and excluding certain entities previously excluded therein. |
| (q) | Institutional Accredited Investor | An institutional accredited investor under Rule 501(a), of an entity type not already included in paragraphs 144A(a)(1)(i)(A) through (I) or 144A(a)(1)(ii) through (vi), qualify as QIBs. Includes Native American tribes, government bodies and bank-maintained collective investment trusts. |

- (ii) **Dealer** A dealer registered pursuant to section 15 of the Securities Exchange Act of 1934 (the "Exchange Act") acting for its own account or the accounts of other QIBs, that in the aggregate owns or invests on a discretionary basis at least US\$10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer.
- (iii) **Dealer acting in a riskless principal transaction** A dealer registered pursuant to Section 15 of the Securities Exchange Act, acting in a riskless principal transaction on behalf of a QIB.
- (iv) **Investment Company, part of a family** An investment company registered under the Investment Company Act, acting for its own account or for the accounts of other QIBs, that is part of a family of investment companies (as defined in Rule 144A) which own in the aggregate at least US\$100 million in eligible securities.
- (v) **Entity, all of the equity owners of which are QIBs** Any entity, all of the equity owners of which are QIBs, acting for its own account or the accounts of other QIBs.

II. Eligible securities

In determining the aggregate amount of securities owned or invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: securities issued by issuers that are affiliated with the purchaser or, if the purchaser is an investment company seeking to qualify as a QIB pursuant to (A)(iv) above, are part of that purchaser's "family of investment companies"; bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

The value of eligible securities must be calculated based on cost (or on the basis of market value if (a) the entity reports its securities holdings in its financial statements on the basis of their market value and (b) no current information with respect to the cost of those securities has been published).

In determining the aggregate amount of securities owned by an entity or invested by the entity on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in consolidated financial statements of another enterprise.

ANNEX B

Restrictions on Sales of Book-Entry Securities Designated QIB/QP or 3(c)(7)

The Investment Company Act of 1940, as amended (the "Investment Company Act") requires that all holders of the outstanding securities of an issuer relying on Section 3(c)(7) (or, in the case of a non-U.S. issuer, all holders that are U.S. Persons) be "qualified purchasers" ("QPs") as defined in Section 2(a)(51)(A) of the Investment Company Act and related rules. Under the rules, the issuer must have a "reasonable belief" that all holders of its outstanding securities (or, in the case of a non-U.S. issuer, all holders that are U.S. Persons), including transferees, are QPs. Consequently, all sales and resales of the securities (or, in the case of non-U.S. issuers, all sales and resales in the United States or to U.S. Persons) must be made pursuant to Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), solely to purchasers that are "qualified institutional buyers" ("QIBs") within the meaning of Rule 144A and are also QPs ("QIB/QPs"). Each purchaser of a security designated QP or 3(c)(7) will be deemed to represent at the time of purchase that: (i) the purchaser is a QIB/QP; (ii) the purchaser is not a broker-dealer which owns and invests on a discretionary basis less than US\$25 million in securities of unaffiliated issuers; (iii) the purchaser is not a participant-directed employee plan such as a 401(k) plan; (iv) the QIB/QP is acting for its own account, or the account of another QIB/QP; (v) the purchaser is not formed for the purpose of investing in the securities of an issuer relying on Section 3(c)(7) unless each beneficial owner of its securities is itself a QIB/QP; (vi) the purchaser, and each account for which it is purchasing, will hold and transfer at least the minimum denomination of securities; and (vii) the purchaser will provide notice of the transfer restrictions to any subsequent transferees.

The charter, bylaws, organizational documents or securities issuance documents of an issuer relying on Section 3(c)(7) of the Investment Company Act and Rule 144A under the Securities Act with respect to an offering of securities typically provide that the issuer will have the right to (i) require any holder of securities (or in the case of a non-U.S. issuer, any holder that is a U.S. Person) that is determined not to be both a QIB and a QP to sell the securities to a QIB that is also a QP or (ii) redeem any securities held by such holder on specified terms. In addition, such an issuer typically has the right to refuse to register or otherwise honor a transfer of securities to a proposed transferee (or, in the case of a non-U.S. issuer, a proposed transferee that is a U.S. Person) that is not both a QIB and a QP. As used herein, the terms "United States" and "U.S. Person" have the meanings given such terms in Regulation S under the Securities Act.

Restrictions on Sales of Securities Designated "Non-U.S. ETFs"

The securities of exchange-traded funds organized outside of the United States ("non-U.S. ETFs") may be offered and sold in the United States or to U.S. persons only to the extent exemptions are available from registration requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act") and the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"). Non-U.S. ETFs are not, and will not be, registered under the Securities Act, and an issuer of non-U.S. ETFs (the "Issuer") is not, and will not be, registered under Investment Company Act.

In order to transact in non-U.S. ETFs, the prospective purchaser of a non-U.S. ETF must be BOTH a "qualified institutional buyer" as defined in Rule 144A under the Securities Act AND a "qualified purchaser" as defined in Section 2(a)(51) of the Investment Company Act and the rules thereunder.

Non-U.S. ETFs may not be reoffered, resold, pledged or otherwise transferred except (i) to a prospective purchaser that is not a U.S. person (as defined in Regulation S under the Securities Act) in an offshore transaction complying with Rule 904 of Regulation S and in accordance with an available exemption under the Investment Company Act or (ii) in a transaction with the broker-dealer of the account in which the transferor holds such non-U.S. ETFs. In each case, such offer, sale, pledge or transfer must be made in accordance with any applicable securities laws of any state of the United States.

An offering circular or prospectus will not be provided or prepared in connection with the sale of non-U.S. ETFs, nor will any other material be provided regarding non-U.S. ETFs or the Issuer prepared by the Issuer or any other person relating to any offer or sale of the non-U.S. ETFs. Prospective purchasers of non-U.S. ETFs may not rely on any investigation that any other person may conduct with respect to non-U.S. ETFs or the Issuer. Prospective purchasers of non-U.S. ETFs should make independent investment decisions regarding non-U.S. ETFs based on knowledge (and information it may have or which is publicly available) with respect to the Issuer and the non-U.S. ETFs.

Restrictions on Sales of Non-U.S. Listed Options Designated QIB/QP or 3(c)(7)

Options listed on exchanges outside the United States are sold to U.S. persons in the United States pursuant to no-action relief provided to such exchanges ("Approved Exchanges") by the U.S. Securities and Exchange Commission ("Approved Options"). In order to purchase Approved Options a U.S. person must be, and the undersigned (if the undersigned is a U.S. person) hereby agrees that it will not make any such purchase unless it is, a Qualified Institution acting for its own account or for the account of another Qualified Institution or for the managed account of a non-U.S. person within the meaning of Rule 902(k)(2)(i) of Regulation S under the Securities Act. A "Qualified Institution" is a U.S. entity that is a broker-dealer or other institution that (1) qualifies as a QIB and (2) has had prior actual experience with traded options in the U.S. options market.

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The Approved Options are not, and will not be, registered under the Securities Act and may not be reoffered, resold, pledged or otherwise transferred in the United States. The purchaser of an Approved Option may cause the disposition of the Approved Option only outside the United States on an Approved Exchange by instruction to a member of the applicable Approved Exchange with whom the purchaser or its agent (a broker) has a contract in respect of the Approved Option, and the disposition of the Approved Option shall be effected only on the applicable Approved Exchange and, by the action of the member directly or indirectly, there shall be settlement of the Approved Options at the clearinghouse for such Approved Exchange. The undersigned acknowledges that broker is responsible solely for the execution, clearing and/or carrying of Approved Contracts in accordance with this

Annex B and any other applicable agreements between broker and the undersigned, and that broker shall not be liable for any loss, liability, expense, fine or taxes caused directly or indirectly by any event beyond the control of broker, including without limitation any suspension or termination of trading or the failure or delay by any Approved Exchange to enforce its rules or to pay or return any amounts owed to broker with respect to any Approved Options executed and/or cleared for the undersigned's account.

If the undersigned is a Qualified Institution acting on behalf of another Qualified Institution that is not a managed account, it has obtained from the other written representations to the same effect as these representations and will provide it to broker upon demand. The undersigned acknowledges that it will have obtained all information that it considers material with respect to options generally and any transactions in Approved Options entered into by it (including without limitation information regarding any securities or indices underlying such Approved Options) and that it will make any decision to enter into a transaction in Approved Options solely on the basis of such information. The undersigned will enter into a transaction in or exercise any cash-settled Approved Option only in connection with a hedging transaction or otherwise in the ordinary course of its business or investment activities.

The undersigned's acknowledgment of and agreement with the foregoing will be deemed to be repeated upon each transaction in Approved Options with broker.

Trading Authorization

The undersigned hereby authorizes _____ (whose signature appears below) as his/her agent and attorney in fact to buy, sell (including short sales) and trade in stocks, bonds, options contracts and any other securities and/or commodities and/or contracts relating to the same on margin or otherwise in accordance with your terms and conditions for the undersigned's account and risk and in the undersigned's name, or number on your books. In addition, the undersigned hereby specifically authorizes the aforesaid agent to make transactions which would result in uncovered short positions in options contracts or in the uncovering of any existing short position in options contracts. The undersigned hereby agrees to indemnify and hold you harmless from and to pay you promptly on demand any and all losses arising there from or debit balance due thereon.

You are authorized to follow the instructions of _____ in every respect concerning the undersigned's account with you, and make deliveries of securities and payment of moneys to him/her or as he/she may order and direct. In all matters and things aforementioned, as well as in all other things necessary or incidental to the furtherance or conduct of the account of the undersigned, the aforesaid agent and attorney in fact is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do.

The undersigned hereby ratifies and confirms any and all transactions with you heretofore or hereafter made by the aforesaid agent or for the undersigned account.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between the undersigned and your firm.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the undersigned by a written notice addressed to you and delivered to your office at

_____, City: Fort Wayne, IN State: Indiana Zip: _____ but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation.

This authorization and indemnity shall inure to the benefit of your represent firm and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of your represent firm or any successor firm.

Authorized Agent Signature

Authorized Agent printed name

Date

Customer Signature

Customer printed name

Date

Customer account number